



Midwestern Intermediate Unit IV

453 Maple Street, Grove City, PA 16127 724-458-6700 fax: 724-458-5083 www.miu4.k12.pa.us

Received & Inspected

MAY 03 2013

FCC Mail Room

**-Request for Review-
CC Docket Number 02-6**

May 2, 2013

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

Sent via USPS Overnight and UPS Express

RE: Letter of Appeal

To Whom It May Concern:

This letter is an appeal of:

Form 471 Application Number: 861762

BEN: 125489

Appellant Name: Intermediate Unit 04

Applicant Name: 125489 – Intermediate Unit 04

Service Provider Name: Verizon Pennsylvania Inc.

SPIN Number: 143001398

Contact Person: Scott Powner

Contact Information:

Mailing Address: 453 Maple Street, Grove City PA, 161247

Phone Number: 724-458-6700 ext. 1273

Email Address: scott.powner@miu4.org

Reason for Denial: "FCC Form 470 was not posted for requested tariff or month-to-month services for funding year 2012."

Summary:

We are appealing the PIA denial of FRN 2379187.

The service that we are requesting is a contracted service under a multi-year contract but was inadvertently listed with the wrong 470 number and listed as a MTM service on the original Form 471 application. At this point we used an e-mail to the reviewer to correct the form 470 number error. This correction was sent on June 13, 2012. (Please see attachment 1) After extensive correspondence with our reviewer we sent the contract, a copy of the correct 470, the 470 posting dates, the ACD date, the contract signature date, and a copy of the invoice used in the 21 attachment on October 5, 2012. (Please see attachment 2) We sent this additional data because of an incomplete letter that we received

The mission of Midwestern Intermediate Unit IV is to provide educational & administrative leadership, programs, services, and resources which enhance the education of all individuals to meet the changing needs of a global society.

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Midwestern Intermediate Unit IV

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from our reviewer dated September 29, 2012. (Please see attachment 3) The final decision letter was sent on November 13, 2012. (Please see attachment 4)

Because this service is under contract and has a valid Form 470 number from a previous year, that we changed on June 13, 2012, we respectfully request that the FCC overturn our denial of funding for form 471 #861762. (Please see attachment 10)

The person who filed the FY 2012 E-rate application was new to our organization at the time, and to public education and to E-rate. We also experienced a high turnover rate with the people doing the e-rate applications. During the time period in question we lost 4 different people who were working on this application. When entering the form 471, application number 861762 two mistakes were made. The first was to list the wrong 470 on the application. The second was to list the service as a as month-to-month service when it was actually a contracted service.

When the 470 error was brought to our attention, in a letter dated June 8, 2012, (Please see attachment 9) we immediately attempted to correct these mistakes. The email of June 13, 2012 (Please see attachment 1) clearly indicates that we wanted it to be a competitively bid contract with form 470 #919790000632743. When we discovered that the change was not made, we sent an email dated October 5th (Please see attachment 2) and again on October 16th. (Please see attachment 5) We unmistakably wanted this to be a contracted service not month-to-month. During this entire time period we were in constant contact with the reviewers from the SLD as they had requested a large amount of data pertaining to the contract and application in general.

We received the official denial letter dated November 13, 2012. We tried to correct the mistake numerous times prior to this letter as can be shown in our emails of October and our letter in June which have been attached to this appeal.

The correct Form 470 number should be: 919790000632743 (Please see attachment 6)

The correct contract signing date should be: 2/5/08

The correct contract expiration date should be: 6/30/13

A copy of our contract also is attached to this appeal. (Please see attachment 7)

A copy of the original form 471 is attached. (Please see attachment 8)

Further this decision impacts schools over a three county area with 60,000 students. This is not a small decision or one to be taken lightly. This decision, if it remains negative, will have consequences for education in this corner of Pennsylvania. We, in good faith, attempted to follow all instructions from the SLD and openly and honestly answer all inquiries. If, in fact, a mistake was made we made every attempt to correct it. We respectfully request that the original denial be overturned and the FRN be approved in full.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angelo Pezzuolo', written over a horizontal line.

Angelo Pezzuolo

Acting Executive Director

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Midwestern Intermediate Unit IV

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Attachment List

- Attachment 1: June 13, 2012 Letter
- Attachment 2: October 5, 2012 Letter
- Attachment 3: September 29, 2012 Letter
- Attachment 4: Funding Commitment Decision Letter
- Attachment 5: October 16, 2012 Letter
- Attachment 6: Correct Form 470
- Attachment 7: Verizon Contract
- Attachment 8: Original Form 471
- Attachment 9: June 8, 2012 Letter
- Attachment 10: Administrator's Decision on Appeal

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Mary Ann Holfelder

From: Mary Ann Holfelder <maryann_holfelder@miu4.k12.pa.us>
Sent: Wednesday, June 13, 2012 9:35 AM
To: mgiudice@sl.universalservice.org
Cc: 'scott_powner@miu4.k12.pa.us' (scott_powner@miu4.k12.pa.us)
Subject: Application #861762
Attachments: MIU IV June 8 letter.docx; FRN 2379187.pdf

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Michael

I have attached a reply to your letter dated June 8, 2012.

If you need further information please let me know.

MaryAnn Holfelder
Secretary, Technology and Information Services
Midwestern Intermediate Unit IV
724-458-6700 ex. 1215
724-458-5174 Fax

MAY 03 2013

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USAC

Universal Service Administrative Company

Schools and Libraries Division

Jun 08, 2012

Scott pawner

INTERMEDIATE UNIT 04

Telephone:

(412) 4586700

Application Number

861762

Response Due Date: June 23, 2012

As we discussed in our conversation, we are in the process of reviewing all Funding Year 2012 FCC Form 471 applications to ensure that they are in compliance with the rules of the Universal Service program. I am currently in the process of reviewing your Funding Year 2012 FCC Form 471 Application. To complete my review I need some additional information. The information needed to complete the PIA Review is listed below.

- I. Based upon our review of your Funding Year 2012 FCC Form 471 application number 861762, FRN 2379187 is listed as a tariff (T) or month-to-month (MTM) service, and Funding Year **2011** FCC Form 470 # 803700000919049 is referenced as the FCC Form 470 that established the 28-day competitive bidding period for this service. The Program rules require that services delivered on a tariff or month-to-month basis be posted for at least 28-Days to a new FCC Form 470 each Funding Year. Since the referenced FCC Form 470 was not filed in the same Funding Year as the FCC Form 471, your funding request is in violation of the competitive bidding requirements relating to tariff and month-to-month services. To assist us in completing the review of your FCC Form 471 application, please answer the following questions and provide supporting documentation.

Is there a Funding Year 2012 FCC Form 470 that established the 28-day competitive bidding period for this tariff or month-to-month service?

___ YES. If so, please provide the 15-digit FCC Form 470 Number that established the 28-day competitive bidding period for this service. The establishing FCC Form 470 is the specific FCC Form 470, which was posted to the USAC website for the services requested for at least 28 days, and pursuant to which a contract was signed or an agreement was entered into with a service provider for that service. For a request in the Basic Maintenance of Internal Connections (BMIC) service category that was filed prior to May 1, 2005, it is possible that the establishing FCC Form 470 was filed under the Internal Connections service category (prior to May 1, 2005 the BMIC service category did not exist on the FCC Form 470). Please note that the establishing FCC Form 470 could have been posted by your State if the requested services are being purchased off of a State Master Contract. Please indicate if this is the case.

If a Funding Year 2012 FCC Form 470 was not filed to establish the 28-day competitive bidding period for this service, please indicate this in writing.

For additional information on the competitive bidding process, please see <http://www.usac.org/sl/applicants/step03/default.aspx>

There was a clerical error in the 470 number listed on FRN 2379187 the correct one should be 470 form # 919790000632743. We did not post a Funding Year 2012 470 Because we were still under the contract of the 470 form 919790000632743 from Funding Year 2008.

- II. Based on the review of your FY 2012 FCC Form 471 application 861762 for FRN 2379187, the documentation you provided in your Item 21 Attachments is not sufficient to determine the eligibility of your request. The documentation does not clearly identify the products/services being requested in this FRN. Please provide more detailed documentation that identifies the actual products and services being requested. Your documentation should identify the specific products and services such as make, model, and description of the product/service being delivered. If you do not have this information, you will need to contact your vendor and request such documentation. The vendor should be able to provide you with detailed documentation regarding the products/services you are requesting..

Please provide vendor documentation that supports your FRN 2379187.

I have attached the invoice that I used for the 21 Attachment for this FRN.

Any documentation provided must be date on or before the F CC FY 2012 Form 471 application filing window deadline and should clearly identify all of the ineligible charges that were cost allocated out of your request. If you are unable to justify the eligibility of charges requested on your FCC Form 471, the funding request may be reduced or denied.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible. If you are unable to provide the requested information because your school has closed or will shortly close for summer break, let me know when you will be available to respond to these questions.**

Please advise me if the Contact Person on the application(s) has changed from that on the original application. This change must include the FCC Form 471 application number(s) and be signed by the original application's Contact Person, the original application's Authorized Person or a school official (with name and title provided).

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Michael Giudice
Associate Manager-Program Integrity Assurance
30 Lanidex Plaza West | Parsippany, NJ 07054



Billing Date: 02/01/12 Page 1 of 10
 Telephone Number: 412 189-2427
 Account Number: 412 189-2427 132 23Y

FRN 2379187

I81486

MIDWESTERN IU4

Account Summary

Previous Charges	\$ 124,578.27
No Payment Received	.00
Past Due Charges (please pay now)	\$ 124,578.27



Questions About Your Bill?

For the help & support you need,
 contact us at 1-888-307-8033

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New Charges	
Verizon (page 3)	\$ 24,698.88
Other Providers (page 1)	40,749.80
Total New Charges Due Feb 28, 2012	\$ 65,448.68
Total Due	\$ 190,026.95



Great Partner Discounts

Verizon customers are eligible for
 terrific deals with partners
 like FedEx ●, Office Depot ●, Chase
 Paymentech credit card processing &
 more. You can even get a free online
 listing at SuperPages.com! Get these
 offers & more at the Verizon Small
 Business Center- business.verizon.net

Questions about your bill? Call 1 800 700-8297
 See page 2 for all other Verizon contact information.

Change of billing address?
 Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

Account: 412 189-2427 132 23Y

New Charges Due: Feb 28, 2012

Total Due: \$ 190,026.95

210*11BRDA1
 00003496 1 W0000029K59
 11-PA 9998
 4121892427

020112

Amount Paid

65 448.68



00003496 02 AT 0.174 EWP03411 0019
 MIDWESTERN IU4
 ATTN SCOTT POWNER
 453 MAPLE STREET
 GROVE CITY PA 16127 2324



VERIZON
 PO BOX 15026
 Allentown, PA 18101-5026

10941201892427132703017209000009001245782790019002645500000



Billing Date: 02/01/12 Page 2 of 10
Telephone Number : 412 189-2427
Account Number: 412 189-2427 132 23Y

How to Reach Us

Received & Inspected

PAYMENTS

Payment Questions	verizon.com/onlinehelp	1 800 VERIZON	24 hours a day
Pay By Phone Service*	(third party fee applies)	1 800 345-6563	24 hours a day
Direct payment enrollment	verizon.com/businessbillpay	1 800 345-6563	24 hours a day
Online billing	verizon.com/businessbillview		

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Bills, Orders, Repairs, Special Services

Bill Questions	verizon.com/onlinehelp	1 800 700-8297	8:30 am - 5 pm M-F
To order services	verizon.com/storefront	1 800 700-8297	8:30 am - 5 pm M-F
Repair	verizon.com/repair	1-800-VERIZON	24 hours a day
Centro Hispano de Verizon	verizon.com/espanol	1 800 483-4522	8:30 am - 5 pm M-F
Preguntas de Pagos	verizon.com/	1 800 VERIZON	disponible las 24 horas

For Your Information

Pay By Phone Service

Pay By Phone service is optional and provided by a third party vendor for a fee. This service is not provided by Verizon and Verizon does not impose the fee. Verizon only collects the charges on your bill.

Tax & Fees

Federal Subscriber Line Charge funds part of the cost of providing long distance companies access to local telephone networks. It is applied per line.

Previous Payment

If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Payment Questions number above.

Federal Universal Service Fee helps keep telephone service affordable for high cost areas, rural health-care providers, and library internet access.

911 Charge funds your community's 911 system. This fee is sent to your state/county treasury.

Returned Payment

If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

The Federal Communications Commission (FCC) authorizes Subscriber Line Charge and Universal Service Fee.

Product Information

For Verizon product information visit verizon.com or use our automated help line at 1-800-234-2340.

Late Payment

To avoid a late payment charge, full payment must be received by the due date shown on page 1. For TV, data and wireless services, the late payment charge is 1.5% or \$10, whichever is greater. For all other services, the late payment charge is 1.5%.

Automatic Bill Payment Enrollment for Account: 412 189-2427 132 23Y

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing. To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box

2. Sign here

3. Put date here

☐

4. Print email address here



Go Green! Go Paperless Billing! Pay Electronically!



MONTHLY SERVICE - NON-BASIC (Feb 1 to Feb 29)

Description	Qty	Unit Rate	
1 Cisco 3750e Switch Incl Lease,Maint,Con	25	226.12	5,653.00
2 Cisco 6506 Switch Incl Lease,Maint,Con	1	1678.00	1,678.00
3 100 Mb	9	1891.32	17,021.88
4 Cisco 3750 Switch Incl Lease, Install	1	346.00	346.00
Total			\$ 24,698.88

Verizon non-basic charges **

\$ 24,698.88

**Non-payment of non-basic service charges WILL NOT result in the disconnection of your local telephone service.

Total Verizon charges \$ 24,698.88

Reference ID ALWCJEJ189

Billing for Advanced Data Services

Advanced Data Services
billing questions call
1-800-VERIZON

The following charges appear on your Verizon bill as a service to Advanced Data Services. Direct your billing questions to the phone number on the right.

Summary of Advanced Data Services

Current Month Charges \$ 40,749.80
Total Advanced Data Services \$ 40,749.80

Current Month Charges

Circuit/Line/Site Charges
Monthly Charges 40749.80
One Time & Prorated Charges/ .00
Credits
Discount Savings .00
Total Current Month Charges \$ 40,749.80

Circuit/Line/Site Charges

Circuit: 34.LOXX.008988..PA
01/22/12-02/21/12

Monthly Charges 680.00
Net Charge \$ 680.00
Circuit: 34.LOXX.009028..PA
01/22/12-02/21/12

Monthly Charges 680.00
Net Charge \$ 680.00
Circuit: 34.LOXX.009509..PA
01/22/12-02/21/12

Monthly Charges 680.00
Net Charge \$ 680.00
Circuit: 34.LOXX.009510..PA
01/22/12-02/21/12

Monthly Charges 680.00
Net Charge \$ 680.00
Circuit: 34.LOXX.009551..PA
01/22/12-02/21/12

Monthly Charges 1,580.00
Net Charge \$ 1,580.00
Circuit: 34.LOXX.009622..PA
01/22/12-02/21/12



Advanced Data Serv
billing questions call
1-800-VERIZON

Billing for Advanced Data Services

Monthly Charges 680.00
Net Charge \$ 680.00
Circuit: 34.LVXX.002698..PA
01/22/12-02/21/12

Monthly Charges 3,800.00
Net Charge \$ 3,800.00
Circuit: 34.LVXX.003499..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003954..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003955..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003956..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003957..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003958..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003959..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003960..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003961..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003962..PA
01/22/12-02/21/12

Monthly Charges 1,891.32
Net Charge \$ 1,891.32
Circuit: 34.LVXX.003963..PA
01/22/12-02/21/12

Monthly Charges 1,891.32

Advanced Data Servi
billing questions call
1-800-VERIZON

Billing for Advanced Data Services

Net Charge
Circuit: 34 LVXX.003967.PA
01/22/12-02/21/12

Monthly Charges	1,891.32
------------------------	-----------------

Net Charge	\$ 1,891.32
Circuit: 34.LVXX.003968..PA	
01/22/12-02/21/12	

Monthly Charges	1,891.32
------------------------	-----------------

Net Charge	\$ 1,891.32
Circuit: 34.LVXX.003969..PA	
01/22/12-02/21/12	

Monthly Charges	1,891.32
------------------------	-----------------

Net Charge	\$ 1,891.32
Circuit: 34.LVXX.003983..PA	
01/22/12-02/21/12	

Monthly Charges	1,891.32
------------------------	-----------------

Net Charge	\$ 1,891.32
Circuit: 34.LVXX.005996.PA	
01/22/12-02/21/12	

Monthly Charges	1,800.00
------------------------	-----------------

Net Charge	\$ 1,800.00
Circuit: 34.LVXX.008656.PA	
01/22/12-02/21/12	

Monthly Charges	1,800.00
------------------------	-----------------

Net Charge	\$ 1,800.00
Total Charges	\$ 40,749.80

Service and Equipment Information

Inventory of Account Level Services

Account Contract(s)	Contract ID
CUSTOM CONTRACT	0002049224
Length of Term:	60 Mth(s)
Start/End Dates:	10/22/08- 10/21/13
CUSTOM CONTRACT	0002049225
Length of Term:	60 Mth(s)
Start/End Dates:	10/22/08- 10/21/13
CUSTOM CONTRACT	0002049226
Length of Term:	60 Mth(s)
Start/End Dates:	10/22/08- 10/21/13

Account Plan(s)	Effective Date	
1 Transparent LAN Term Pricing Plan Length of Term (TERM) 5 Years	10/22/08	(00)
2 Transparent LAN Term Pricing Plan Length of Term (TERM) 3 Years	11/08/11	(00)

Inventory of Circuits/Lines/Sites

Service Description	Effective Date	
1 TLS Port with Access Line	08/05/10	680.00
Connection 10 Mbps Full Duplex		
Quantity 1		\$ 680.00



Advanced Data Serv
billing questions call
1-800-VERIZON

Billing for Advanced Data Services

Circuit: 34.LOXX.009028..PA

Service Description	Effective Date	
1 TLS Port with Access Line	08/05/10	680.00
Connection 10 Mbps Full Duplex		
Quantity 1		
		\$ 680.00

Circuit: 34.LOXX.009509..PA

Service Description	Effective Date	
2 TLS Port with Access Line	11/29/11	680.00
Connection 10 Mbps Full Duplex		
Quantity 1		
		\$ 680.00

Circuit: 34.LOXX.009510..PA

Service Description	Effective Date	
3 TLS Port with Access Line	09/30/10	680.00
Connection 10 Mbps Full Duplex		
Quantity 1		
		\$ 680.00

Circuit: 34.LOXX.009551..PA

Service Description	Effective Date	
4 TLS Interoffice Mileage	01/03/11	900.00
Quantity 9		
5 TLS Port with Access Line	01/03/11	680.00
Connection 10 Mbps Full Duplex		
Quantity 1		
		\$ 1,580.00

Circuit: 34.LOXX.009622..PA

Service Description	Effective Date	
6 TLS Port with Access Line	11/08/11	680.00
Connection 10 Mbps Full Duplex		
Quantity 1		
		\$ 680.00

Circuit: 34.LUXX.002698..PA

Service Description	Effective Date	
7 TLS Port With Access Line	10/22/08	3,800.00
Connection 100Mbps		
Quantity 1		
		\$ 3,800.00

Circuit: 34.LVXX.003499..PA

Service Description	Effective Date	
8 TLS Port With Access Line	10/22/08	1,891.32
Connection 100Mbps		
Quantity 1		
		\$ 1,891.32

Circuit: 34.LVXX.003954..PA

Service Description	Effective Date	
9 TLS Port With Access Line	10/22/08	1,891.32
Connection 100Mbps		
Quantity 1		
		\$ 1,891.32

Circuit: 34.LVXX.003955..PA

Service Description	Effective Date	
10 TLS Port With Access Line	10/22/08	1,891.32
Connection 100Mbps		
Quantity 1		
		\$ 1,891.32

Circuit: 34.LVXX.003956..PA

Service Description	Effective Date	
11 TLS Port With Access Line	10/22/08	1,891.32
Connection 100Mbps		
Quantity 1		



Advanced Data Ser
billing questions call
1-800-VERIZON

Billing for Advanced Data Services

			\$ 1,891.32
Circuit: 34.LVXX.003957..PA			
Service Description	Effective Date		
1 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003958..PA			
Service Description	Effective Date		
2 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003959..PA			
Service Description	Effective Date		
3 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003960..PA			
Service Description	Effective Date		
4 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003961..PA			
Service Description	Effective Date		
5 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003962..PA			
Service Description	Effective Date		
6 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003963..PA			
Service Description	Effective Date		
7 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003967..PA			
Service Description	Effective Date		
8 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003968..PA			
Service Description	Effective Date		
9 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32
Circuit: 34.LVXX.003969..PA			
Service Description	Effective Date		
10 TLS Port With Access Line	10/22/08		1,891.32
Connection 100Mbps			
Quantity 1			
			\$ 1,891.32



Billing Date: 02/01/12 Page 8 of 10
Telephone Number : 412 189-2427
Account Number: 412 189-2427 132 23Y

Advanced Data Ser
billing questions call
1-800-VERIZON

Billing for Advanced Data Services

Circuit: 34.LVXX.003983..PA

Service Description	Effective Date	
1 TLS Port With Access Line	10/22/08	1,891.32
Connection 100Mbps		
Quantity 1		
		\$ 1,891.32

Circuit: 34.LVXX.005996..PA

Service Description	Effective Date	
2 TLS Port With Access Line	02/19/10	1,800.00
Connection 100Mbps		
Quantity 1		
		\$ 1,800.00

Circuit: 34.LVXX.008656..PA

Service Description	Effective Date	
3 TLS Port With Access Line	07/13/10	1,800.00
Connection 100Mbps		
Quantity 1		
		\$ 1,800.00

Line: 412 189-2427

Service Description	Effective Date	
4 Listed Service	04/22/08	.00
Quantity 1		
		\$.00

Advanced Data Services invoice charges for January \$ 40,749.80

For Your Information

For Your Information

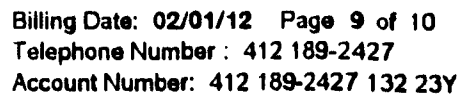
If you have a billing question or complaint, please call or write to your Representative before the payment due date. The number to call is included in the How to Reach Us section on page 2. You may write to us at PO Box 33078, St. Petersburg, FL 33733.

Payment by Check

Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. We may retain your checking information for electronic refunds to you or your use in future electronic payments to us (to opt out, call 1-888-500-5358).

Bankruptcy Information

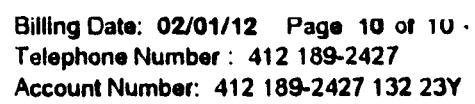
If you are or were subject to a bankruptcy proceeding, this statement may include amounts for pre-bankruptcy service. Any such pre-bankruptcy balances are for your information only and you should not pay any pre-bankruptcy amounts. Please direct all correspondence concerning bankruptcy to PO Box 3037, Bloomington, IL 61702



Regulations require Verizon to group your charges as shown below to make it **clear** which charges you must pay to avoid suspension of your local **service**. Basic includes charges for local calling, applicable tax and **fees**.

Non-Basic charges include, but are not limited to, Caller ID, inside wire maintenance, regional and long-distance calling, internet service, DIRECTV and applicable tax and fees. Non-payment of any past due basic charges could result in suspension of your basic local service after you receive a separate written statement.

	Past Due Charges	New Charges	Total
Basic	\$ 00	\$ 00	\$ 00
Non-Basic	\$ 124,578.27	\$ 65,448.68	\$ 190,026.95
Total	\$ 124,578.27	\$ 65,448.68	\$ 190,026.95



898070000041 00003496 1A210181A1 00 72164121 8666 3

maryann holfelder

Received & Inspected

From: maryann holfelder
Sent: Friday, October 05, 2012 2:11 PM
To: Michael.Giudice@sl.universalservice.org
Cc: Scott Powner; jtschell@comcast.net
Subject: Application #861762
Attachments: MIU IV June 8 letter jts.docx; Verizon Agreement 2008.pdf; 470 #919790000632743.pdf; FRN 2379187.pdf

MAY 03 2013

FCC Mail Room

Reference 471 Application Number 861762

Michael:

Attached is our response to your inquiry dated September 29, 2012, as well as the corresponding documentation for this FRN. I am new to this process and appreciate your patience as I learn the ropes.

If you have further questions or need to speak to me I can be reached at 724-458-6700 ex1215, or via fax at 724-458-5471.

My new email address is maryann.holfelder@miu4.org.

Thank you

MaryAnn Holfelder
Secretary Technology and Information Services
Midwestern Intermediate Unit IV
724-458-6700
724-458-5174 Fax

I have a new email address and wanted you to know about it. My old address was: maryann.holfelder@miu4.k12.pa.us. My new email address is: maryann.holfelder@miu4.org. Please only use my new email account from now on. Thank you

MAY 09 2013

FCC Mail Room



Schools and Libraries Division

Jun 08, 2012

Scott powner
INTERMEDIATE UNIT 04
Telephone:
Application Number

(412) 4586700
861762

Response Due Date: June 23, 2012

As we discussed in our conversation, we are in the process of reviewing all Funding Year 2012 FCC Form 471 applications to ensure that they are in compliance with the rules of the Universal Service program. I am currently in the process of reviewing your Funding Year 2012 FCC Form 471 Application. To complete my review I need some additional information. The information needed to complete the PIA Review is listed below.

- I. Based upon our review of your Funding Year 2012 FCC Form 471 application number 861762, FRN 2379187 is listed as a tariff (T) or month-to-month (MTM) service, and Funding Year **2011** FCC Form 470 # 803700000919049 is referenced as the FCC Form 470 that established the 28-day competitive bidding period for this service. The Program rules require that services delivered on a tariff or month-to-month basis be posted for at least 28-Days to a new FCC Form 470 each Funding Year. Since the referenced FCC Form 470 was not filed in the same Funding Year as the FCC Form 471, your funding request is in violation of the competitive bidding requirements relating to tariff and month-to-month services. To assist us in completing the review of your FCC Form 471 application, please answer the following questions and provide supporting documentation.

Is there a Funding Year 2012 FCC Form 470 that established the 28-day competitive bidding period for this tariff or month-to-month service?

___ YES. If so, please provide the 15-digit FCC Form 470 Number that established the 28-day competitive bidding period for this service. The establishing FCC Form 470 is the specific FCC Form 470, which was posted to the USAC website for the services requested for at least 28 days, and pursuant to which a contract was signed or an agreement was entered into with a service provider for that service. For a request in the Basic Maintenance of Internal Connections (BMIC) service category that was filed prior to May 1, 2005, it is possible that the establishing FCC Form 470 was filed under the Internal Connections service category (prior to May 1, 2005 the BMIC service category did not exist on the FCC Form 470). Please note that the establishing FCC Form 470 could have been posted by your State if the requested services are being purchased off of a State Master Contract. Please indicate if this is the case.

If a Funding Year 2012 FCC Form 470 was not filed to establish the 28-day competitive bidding period for this service, please indicate this in writing.

For additional information on the competitive bidding process, please see <http://www.usac.org/sl/applicants/step03/default.aspx>

There was a clerical error in the 470 number listed on FRN 2379187. The correct Form 470 for this contract is Form # 919790000632743 -- the 470 that was posted when the RWAN was competitively bid. We did not post a Funding Year 2012 470 because we were still under the contract that was signed in 2008.

The 470 # 919790000632743 was posted 10/26/2007, with an ACD of 11/2/2007. The contract was signed 2/5/2008. A copy of the contract is attached to this message.

- II. Based on the review of your FY 2012 FCC Form 471 application 861762 for FRN 2379187, the documentation you provided in your Item 21 Attachments is not sufficient to determine the eligibility of your request. The documentation does not clearly identify the products/services being requested in this FRN. Please provide more detailed documentation that identifies the actual products and services being requested. Your documentation should identify the specific products and services such as make, model, and description of the product/service being delivered. If you do not have this information, you will need to contact your vendor and request such documentation. The vendor should be able to provide you with detailed documentation regarding the products/services you are requesting..

Please provide vendor documentation that supports your FRN 2379187,

I have attached the invoice that I used for the 21 Attachment for this FRN. Also attached is a copy of the contract.

Any documentation provided must be date on or before the F CC FY 2012 Form 471 application filing window deadline and should clearly identify all of the ineligible charges that were cost allocated out of your request. If you are unable to justify the eligibility of charges requested on your FCC Form 471, the funding request may be reduced or denied.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible. If you are unable to provide the requested information because your school has closed or will shortly close for summer break, let me know when you will be available to respond to these questions.**

Please advise me if the Contact Person on the application(s) has changed from that on the original application. This change must include the FCC Form 471 application number(s) and be signed by the original application's Contact Person, the original application's Authorized Person or a school official (with name and title provided).

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Michael Giudice

Associate Manager-Program Integrity Assurance

30 Lanidex Plaza West | Parsippany, NJ 07054

T: 973.581.7540 | F: 973.599.6521

mgiudice@sl.universalservice.org



Universal Service Administrative Company

Schools and Libraries Division

Sep 29, 2012

Scott powner
INTERMEDIATE UNIT 04

Telephone:
Application Number
Fax Number
E-mail

(412) 4586700
861762
[fax:Scott.powner@1-412-4585083]
scott_powner@miu4.k12.pa.us

Received & Inspected

MAY 03 2013

FCC Mail Room

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2012 FCC Forms 471 to ensure that they are in compliance with the rules of the Universal Service program.

We have completed our review of your Funding Year 2012 FCC Form 471 application 861762 and determined that FRN 2379187 will be denied. The services you requested on your FCC Form 471 are tariff (T) or month-to-month (MTM) services and the referenced FCC Form 470# 919790000632743 that established the competitive bidding period for these services was not filed in same funding year as the FCC Form 471. This is a violation of the competitive bidding requirements of the Program. Program rules require that services delivered on a tariff or month-to-month basis be posted for 28-Days to a new FCC Form 470 each Funding Year. The establishing FCC Form 470 # 919790000632743 is for Funding Year <insert funding year> and your FCC Form 471 is for Funding Year 2012. For additional information on the competitive bidding process, please refer to the USAC website at: <http://www.usac.org/sl/applicants/step03/default.aspx>.

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Michael Giudice
Program Integrity Assurance
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 973.581.7540 | F: 973.599.6521
mgiudice@sl.universalservice.org



Schools and Libraries Division

Attachment 3

Sep 29, 2012

Received & Inspected

Scott powner
INTERMEDIATE UNIT 04

MAY 03 2013

Telephone:
Application Number
Fax Number
E-mail

(412) 4586700
861762
[fax: Scott powner@1-412-4585083]
scott_powner@miu4.k12.pa.us

FCC Mail Room

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2012 FCC Forms 471 to ensure that they are in compliance with the rules of the Universal Service program.

We have completed our review of your Funding Year 2012 FCC Form 471 application 861762 and determined that FRN 2379187 will be denied. The services you requested on your FCC Form 471 are tariff (T) or month-to-month (MTM) services and the referenced FCC Form 470 # 919790000632743 that established the competitive bidding period for these services was not filed in same funding year as the FCC Form 471. This is a violation of the competitive bidding requirements of the Program. Program rules require that services delivered on a tariff or month-to-month basis be posted for 28-Days to a new FCC Form 470 each Funding Year. The establishing FCC Form 470 # 919790000632743 is for Funding Year <insert funding year> and your FCC Form 471 is for Funding Year 2012. For additional information on the competitive bidding process, please refer to the USAC website at: <http://www.usac.org/sl/applicants/step03/default.aspx>.

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Michael Giudice
Program Integrity Assurance
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 973.581.7540 | F: 973.599.6521
mgiudice@sl.universalservice.org



Schools and Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2012: 07/01/2012 - 06/30/2013)

Received & Inspected

November 13, 2012

MAY 03 2013

Scott powner
INTERMEDIATE UNIT 04
453 MAPLE ST
GROVE CITY, PA 16127-2324

FCC Mail Room

Re: Form 471 Application Number: 861762
Billed Entity Number (BEN): 125489
Billed Entity FCC RN: 0012030474
Applicant's Form Identifier: Wan12

Thank you for your Funding Year 2012 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$471,230.50 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 861762 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2012," AND
 - The exact text or the decision that you are appealing.

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Billed Entity Name: INTERMEDIATE UNIT 04
BEN: 125489
Funding Year: 2012

Received & Inspected

MAY 03 2013

FCC Mail Room

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 861762
Funding Request Number: 2379187
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 919790000632743
SPIN: 143001398
Service Provider Name: Verizon Pennsylvania Inc.
Contract Number: MTM
Billing Account Number: 412189242713223Y
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2012
Service End Date: 06/30/2013
Contract Award Date: N/A
Contract Expiration Date: N/A
Shared Worksheet Number: 1467156
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$785,384.16
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$785,384.16
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$0.00 - 470 Not Filed
Funding Commitment Decision Explanation: MR1: The establishing FCC Form 470
Application Number was changed at the request of the applicant. <><><><><> DR1: A
FCC Form 470 was not posted for requested tariff or month-to-month services for
Funding Year 2012. FCC Rules require that requested tariff or month-to-month
services be posted on a FCC Form 470 each Funding Year.

FCDL Date: 11/13/2012
Wave Number: 018
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013
Consultant Name:
Consultant Number (CRN):
Consultant Employer:

USAC

Universal Service Administrative Company
Schools and Libraries Division
Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

Received & Inspected

MAY 09 2013

FCC Mail Room

TIME SENSITIVE MATERIAL

00038
Scott powner
INTERMEDIATE UNIT 04
453 MAPLE ST
GROVE CITY, PA 16127-2324

maryann holfelder

From: maryann holfelder
Sent: Tuesday, October 16, 2012 2:06 PM
To: Michael.Giudice@sl.universalservice.org
Cc: Scott Powner; jtschell@comcast.net
Subject: RE: Application #861762

Received & Inspected

MAY 03 2013

Michael

FCC Mail Room

Please let me know if this information was enough to clear up any discrepancies in application 861762. If you are in need of additional information I will provide that also.

MaryAnn Holfelder
 Secretary Technology and Information Services
 Midwestern Intermediate Unit IV
 724-458-6700
 724-458-5174 Fax

I have a new email address and wanted you to know about it. My old address was: maryann_holfelder@miu4.k12.pa.us. My new email address is: maryann.holfelder@miu4.org. Please only use my new email account from now on. Thank you

From: maryann holfelder
Sent: Friday, October 05, 2012 2:10 PM
To: Michael.Giudice@sl.universalservice.org
Cc: Scott Powner; jtschell@comcast.net
Subject: Application #861762

Reference 471 Application Number 861762

Michael:

Attached is our response to your inquiry dated September 29, 2012, as well as the corresponding documentation for this FRN. I am new to this process and appreciate your patience as I learn the ropes.

If you have further questions or need to speak to me I can be reached at 724-458-6700 ex1215, or via fax at 724-458-5471.

My new email address is maryann.holfelder@miu4.org.

Thank you

MaryAnn Holfelder
 Secretary Technology and Information Services
 Midwestern Intermediate Unit IV
 724-458-6700
 724-458-5174 Fax

I have a new email address and wanted you to know about it. My old address was: maryann_holfelder@miu4.k12.pa.us. My new email address is: maryann.holfelder@miu4.org. Please only use my new email account from now on. Thank you

Attachment 6

FCC Form

Approval by OMB
3060-0806

Received & Inspected

470

Schools and Libraries Universal Service Description of Services Requested and Certification Form

MAY 03 2013

FCC Mail Room

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 919790000632743		
Applicant's Form Identifier: WAN CONNECT		
Application Status: CERTIFIED		
Posting Date: 10/26/2007		
Allowable Contract Date: 11/23/2007		
Certification Received Date: 11/02/2007		
1. Name of Applicant: INTERMEDIATE UNIT 04		
2. Funding Year: 07/01/2008 - 06/30/2009		3. Your Entity Number 125489
4a. Applicant's Street Address, P.O.Box, or Route Number 453 MAPLE ST		
City GROVE CITY	State PA	Zip Code 16127 - 2324
b. Telephone number ext. (412) 458- 6700		c. Fax number (412) 458- 5083
5. Type Of Applicant		
<input type="radio"/> Individual School (individual public or non-public school) <input type="radio"/> School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools) <input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input checked="" type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
6a. Contact Person's Name: Scott Powner		
First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.		
6b. Street Address, P.O.Box, or Route Number 453 MAPLE ST		
City GROVE CITY	State PA	Zip Code 16127 - 2324
Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.		

<input checked="" type="checkbox"/>	6c. Telephone Number (412) 458- 6700
<input checked="" type="checkbox"/>	6d. Fax Number (412) 458- 5083
<input checked="" type="checkbox"/>	6e. E-mail Address scott_powner@miu4.k12.pa.us

Block 2: Summary Description of Needs or Services Requested

<p>7 This Form 470 describes (check all that apply):</p> <p>a. <input checked="" type="checkbox"/> Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.</p> <p>b. <input checked="" type="checkbox"/> Services for which a new written contract is sought for the funding year in Item 2. Check if you are <input checked="" type="checkbox"/> a multi-year contract <input checked="" type="checkbox"/> a contract featuring voluntary seeking and/or extensions</p> <p>c. <input checked="" type="checkbox"/> A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.</p> <p>NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.</p>

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 ☒ Telecommunications Services
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c <input type="checkbox"/> Check this box if you prefer discounts on your bill.	<input checked="" type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
---	--	--

Service or Function:	Quantity and/or Capacity:
WAN Connect	100meg

9 ☐ Internet Access
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

<p>a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):</p> <p><input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.</p>		
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internet Access services. Attach additional lines if needed.</p>		
<p>c <input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.</p>	<p><input checked="" type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.</p>	<p><input checked="" type="checkbox"/> Check this box if you do not have a preference.</p>
<p>10 <input checked="" type="checkbox"/> Internal Connections Other than Basic Maintenance</p> <p><i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>		
<p>a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):</p> <p><input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.</p>		
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections services. Attach additional lines if needed.</p>		
<p>c <input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.</p>	<p><input checked="" type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.</p>	<p><input checked="" type="checkbox"/> Check this box if you do not have a preference.</p>
<p>11 <input checked="" type="checkbox"/> Basic Maintenance of Internal Connections</p> <p><i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>		
<p>a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):</p> <p><input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.</p>		
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Basic Maintenance services. Attach additional lines if needed.</p>		
<p>c <input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.</p>	<p><input checked="" type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.</p>	<p><input checked="" type="checkbox"/> Check this box if you do not have a preference.</p>
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.</p>		
Name:		Title:
Telephone number		
() -		
Fax number		
() -		
E-mail Address		

13a. ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and a contact name and telephone number.

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

Block 3: Technology Assessment

14. ☐ **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check one or both boxes in 15a through 15e. You may provide details for purchases being sought.

a. Desktop communications software: Software required ☐ has been purchased; and/or ☐ is being sought.

b. Electrical systems: ☐ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☐ has been purchased; and/or ☐ is being sought.

d. Computer hardware maintenance: adequate arrangements ☐ have been made; and/or ☐ are being sought.

e. Staff development: ☐ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☐ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the ineligible services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.

b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):

☐ All public schools/districts in the state:

☐ All non-public schools in the state:

☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible entities	57	
<i>For these eligible sites, please provide the following</i>		
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces	
412	723	:
412	734	:
412	821	:
412		:
724	282	:
724	287	:
724	346	:
724	376	:
724	445	:
724	452	:
724	458	:
724	545	:
724	588	:
724	634	:
724	637	:
724	646	:
724	654	:
724	656	:

724	657	:
724	658	:
724	662	:
724	667	:
724	735	:
724	752	:
724	753	:
724	756	:
724	794	:
724	865	:
724	894	:
724	932	:
724	962	:
724	981	:
724	983	:

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity Number	Entity
125489	INTERMEDIATE UNIT 04

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix

Block 5: Certification

19. ☒ I certify that the applicant includes: (Check one or both.)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7081(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a. ☒ individual technology plans for using the services requested in the application; and/or
- b. ☒ higher-level technology plans for using the services requested in the application; or
- c. ☒ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.


22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person: 

28. Date (mm/dd/yyyy): 10/26/2007

29. Printed name of authorized person: CECELIA YAUGER

30. Title or position of authorized person: EXECUTIVE DIRECTOR

31a. Address of authorized person: 453 MAPLE ST
City: GROVE CITY State: PA Zip: 16127-2324

31b. Telephone number of authorized person: (724) 458 - 6700 ext. 273

31c. Fax number of authorized person: (724) 4585083

31d. E-mail address number of authorized person: CECELIAYAUGER@MIU4.K12.PA.US

31e. Name of authorized person's employer: MIDWESTERN INTERMEDIATE UNIT IV

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:
SLD-Form 470
P.O. Box 7026

Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms

ATTN: SLD Form 470

3833 Greenway Drive

Lawrence, Kansas 66046

1-888-203-8100

FCC Form 470
October 2004

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Received & Inspected

COPY

MAY 09 2013 SERVICE AGREEMENT
(Intrastate ICB)

Customer Name and address:	Midwestern Intermediate Unit IV ("Customer") 453 Maple Street, Grove City, PA 16127	Main Billing Tel. No: 724-458-6700
		ICB Case No. 2007-428468 & 427900

Services. Customer hereby requests and agrees to purchase from the Verizon company identified in the applicable Exhibit ("Verizon") the services identified in Exhibits attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated below (the "Service Period"), subject to and contingent upon Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof and successful completion of affiliate resell agreements required for Verizon Pennsylvania Inc. to resell and bill all services. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

Service Period. Customer shall purchase the Services for a period of sixty (60) consecutive months following the execution of this Agreement, the installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Service under the terms hereof and successful completion of affiliate resell agreements required for Verizon Pennsylvania Inc. to resell and bill all services, but not beginning any sooner than July 1, 2008 ("Service Period"). The Service Period for all Services ordered hereunder shall be coterminous. By providing Verizon with at least sixty (60) days written notice prior to the expiration of the Service Period, Customer, at its option, may extend the Service Period for up to a maximum of one (1) additional twelve (12) month periods unless such continuation is not permitted under applicable law or regulation. Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs

in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130. Notices shall be deemed effective five business days after such mailing.

Universal Service Fund E-Rate Eligibility and Commonwealth of Pennsylvania ACT 183 E-Fund Eligibility.

- (a) Customer intends to apply for E-Rate funding under the federal Universal Service Fund for schools and libraries and the Commonwealth of Pennsylvania ACT 183 E-Fund, and to use such funding to pay for a portion of the charges for Services and/or products under this Contract ("E-Rate/E-Fund funding").
- (b) Customer shall be responsible for applying for and securing any E-Rate/E-Fund funding.
- (c) Verizon will use reasonable efforts, as permitted by the School and Library Division's ("SLD") and PA Act 183 to abide by established guidelines, to assist Customer in the application process. Customer is solely responsible for admission of any application for E-Rate/E-Fund funding and for ensuring the accuracy and integrity of all data and information submitted to the SLD and the PA Department of Education in or with such applications.
- (d) Verizon shall have no liability arising from its assistance efforts and Customer shall hold Verizon harmless in connection with any Verizon assistance or information provided to Customer in the application process.
- (e) Should Customer qualify for E-Rate/E-Fund funding, Verizon or the Customer, as the case may be, shall seek recovery from the Universal Service Administrative Company ("USAC") and the PA Department of Education of the approved amount of E-Rate/E-Fund funding of the charges for Services and/or products delivered, depending upon the Customer's preferred method of reimbursement and contingent upon Verizon's receipt of all necessary approvals (i.e., approval Funding Commitment Decision letter and timely acknowledgement form the SLD of the Customer's submission of FCC Form 486).
- (f) If Customer fails to qualify for or secure E-Rate/E-Fund funding or otherwise become ineligible for such funding or if SLD or the PA Department of Education withdraws or cancels funding or USAC or PA Department of Education denies payment of any invoice submitted by Verizon, and Verizon is unable to obtain payment from USAC or PA Department of Education for the Services and/or products provided, Customer shall be obligated to pay one-hundred percent (100%) of the Monthly Recurring Charges and the Non-Recurring Charges associated with only such Services and/or products that have been installed and are in service or are in the process of being installed that are not paid to Verizon from E-Rate/E-Fund funding.



Non-Appropriation of Funds. Notwithstanding the following, the Non-Appropriation of Funds clause only applies to the Monthly Recurring Charges for the Services and does not apply to the Non-Recurring Charges for the Services as set forth in the Rates and Charges sections of the Exhibit(s) to this Agreement and that have been installed and are in service or are in the process of being installed. All unpaid Non-Recurring Charges for the Services that have been installed and are in service or are in the process of being installed that result from the Non-Appropriation of Funds, that may be distributed over the entire term of the Agreement either on a one time basis, monthly basis or annual basis, as applicable, for all months or years remaining in the unexpired portion of the Service Period must be paid to Verizon in full within thirty (30) days of the notification by Customer of the Non-Appropriation of Funds for the Services. The Customer intends to request the appropriation of funds from the participating School District(s) governing body to pay for the costs of the services under this Agreement including Services and/or products that are not paid to Verizon from E-Rate/E-Fund funding as outlined above, and if funds are not appropriated for the Customer for such periodic payments for any future fiscal period, the Customer will not be obligated to continue the services beyond the end of the then-current fiscal period. The Customer agrees to notify Verizon in writing of such non-appropriation at the earliest possible time. It is therefore understood and agreed between the parties herein that Customer shall be bound hereunder only to the extent of the funds appropriated to it, or which may hereafter become appropriated for the purpose of services similar to the Services provided under this Agreement. Should it be necessary, pursuant to this provision, for Customer to terminate this Agreement or any of the Services provided hereunder, Customer shall make every good faith effort, as evidenced by School District meeting minutes, School District final approved budgets, etc., to secure such funds as to pay Verizon for Services provided by Verizon up to and including the date of termination. Should funds subsequently become appropriated to Customer to resume the Services, then Customer shall promptly pay Verizon for all Services performed by Verizon and accepted by Customer for which Verizon has not received payment up to and including the date of termination of the Services by Customer. Customer shall not claim a Non-Appropriation of Funds condition and terminate the Services under this Agreement in order to purchase services provided hereunder from another telecommunications carrier or provider during the time remaining in the Service Period.

Attached Exhibits and Addendums. Customer subscribes to the Services identified in the following Exhibits and Addendums attached hereto and made a part hereof.

Exhibits:

- Exhibit A - Switched Ethernet Service (SES)
- Exhibit B - Equipment Configuration Service

Addendums:

- Addendum A - Local Switched Ethernet Service, Service Level Agreement
- Addendum B- Configured WAN (Leased End-to-End w/Configured Equipment) and Configured LAN, Service Description
- Addendum C - Summary of Service Charges

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services



provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

Order of Precedence. In the event of conflicts among the terms of the Agreement including the Exhibits and Attachment(s), the Verizon proposal and the Customer's Request For Proposal ("RFP"), the following order of precedence will apply with those items immediately following given the highest precedence: (a) Exhibits and Attachment(s); (b) this Service Agreement; (c) any applicable Tariffs; (d) the Verizon proposal including any applicable Best and Final Offers ("BAFO"); and (e) the Customer's RFP.

AGREED AND ACCEPTED:

Midwestern Intermediate Unit IV

By

Name/title

Date

Cecilia H. Yawger
Cecilia H. Yawger - Executive Director
2/5/08

Verizon Business Network Services Inc., on behalf of
Verizon Pennsylvania Inc.

By

Name/title

Date



MAY 03 2013

FCC Mail Room

Exhibit A

Verizon company name: Verizon Pennsylvania Inc. (referred to in this Exhibit as "Verizon")

State: Pennsylvania

Customer name: Midwestern Intermediate Unit IV

ICB-M Case No.: 2007-428468 & 2007-427272

SWITCHED ETHERNET SERVICE (SES)

1. Service and Rates. Customer agrees to purchase the following Service from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

Description of Service. Verizon will provide custom Switched Ethernet Service (aka Switched Ethernet Service) ("SES") to the Customer for the 17 Verizon locations and the 9 locations served via Microwave as specified below in the Locations Section of Agreement.

- **TOTAL IntraLATA Quantity of Services:**
 - 0 - 10 MB SES Basic Access Line
 - 25 - 100 MB SES Basic Access Line
 - 2 - 1000 MB (GigE) Basic Access Line
- **Fiber Only Subtotal- Quantity of Services:**
 - 0 - 10 MB SES Basic Access Line
 - 16 - 100 MB SES Basic Access Line
 - 2 - 1000 MB (GigE) Basic Access Line (Note: the tower site will have 1 Verizon GigE circuit installed with no discrete price at this site.)
- **Microwave IntraLATA Only Subtotal- Quantity of Services:**
 - 0 - 10 MB SES Basic Access Line
 - 9 - 100 MB SES Basic Access Line
 - 0 - 1000 MB (GigE) Basic Access Line

Rates and Charges - Initial/Minimum Service - Fiber and Microwave Services:

Minimum Quantity	Service Item	Non-Recurring Charges	Monthly Unit Rate (Each)	Total Monthly Rate
0	10 MB Basic Access Line	N/A	N/A	N/A
0	10 MB Basic Access Line IOF Mileage	N/A	N/A	N/A
25	100 MB Basic Access Line	N/A	\$1,891.32	\$47,283.00
N/A	100 MB Basic Access Line IOF Mileage (after first 7 Miles per each Basic Access Line)	N/A	(b)	(b)
1	1000 MB (GigE) Basic Access Line - 453 Maple St.	N/A	\$3,800.00	\$3,800.00
N/A	1000 MB (GigE) Basic Access Line IOF Mileage (after first 7 Miles per each Basic Access Line)	N/A	(b)	(b)
	Special Construction (prepayment amount)	\$1,411,978.50 (g)	N/A	N/A

- a. Applicable tariff nonrecurring charges will apply to any move or relocation of an existing Service or change to initial Customer configuration.



- b. Interoffice (IOF) Mileage rates for the initial Services are included in the applicable Basic Access Line rates. An Interoffice (IOF) Mileage rate of \$100 per IOF Mile applies when local customer serving office is different from the installed SES serving office. No charge applies for the first seven (7) IOF Miles for each 100 MB or 1000 MB (GigE) Basic Access Line specified above. This only applies to the initial quantities ordered above – not to additional services. Termination charges apply to IOF chargeable miles being billed.
- c. In connection with providing the Service, special construction of Verizon network facilities is required (“Special Construction”). Customer must provide at its cost any conduit, pathways, and building entrance facilities required on private property, and suitable and secure space, power, and access for any equipment or facilities that Verizon may place at Customer’s premises. The Special Construction work will be performed within Verizon’s standard working intervals, during normal working hours.
- d. As an option, Customer may pay the NRC over an extended period of time according to the following schedule:

Non Recurring Rates and Charges - Initial/Minimum Service - Fiber and Microwave Service:

Description	One Time Upfront Payment	Extended Payment Option
Option A:		
Pay all NRC upfront	\$1,411,978.50	
OR		
Option B:		
NRC Payment Month 1		\$479,977.58
NRC Payment Month 13		\$479,977.58
NRC Payment Month 25		\$479,977.58

2. **Additional Services.** Customer may order additional Services, which are specifically provided on Verizon installed facilities, at the rates set forth below during the first twenty-four (24) months of the Service Period. The Service Period for all such additional Services ordered pursuant to the previous sentence shall be coterminous. Additional Services requested after the first twenty-four (24) months of the Service Period, on Verizon facilities that are not provisioned or on facilities provided by a third party (i.e. Conterra) will require Verizon to provide rates and terms for the additional Services requested in writing to the Customer. Such additional Services will not be ordered or installed until an Amendment to this Agreement specifying the terms, conditions and rates of the additional Services have been mutually agreed to by the parties and signed by an authorized representative of both parties.

Rates and Charges - Additional Services

Description	MRC	NRC
100 MB Basic Access Line, each	\$1,800.00	To be determined on an Individual Case Bases (ICB)
1000 MB (GigE) Basic Access Line, each	\$3,200.00	To be determined on an Individual Case Bases (ICB)
Interoffice Mileage, each mile (a)	\$100.00	To be determined on an Individual Case Bases (ICB)

3. **Ramp-Up Period.** Customer may not request a delay in Verizon’s installation of the Service ordered hereunder that would not be consistent with the following: the Minimum Quantity of Service ordered hereunder shall be scheduled to be installed before the completion of **three (3) months** of the Service Period.

4. **Minimum Quantity and Shortfall.** The rates herein are contingent upon Customer purchasing at least the quantity of Service set forth above as the Minimum Quantity. Verizon will review Customer’s account on each annual anniversary of the commencement of the Service Period and if the quantity of Service installed is less than the Minimum Quantity, Customer shall pay to Verizon an amount equal to the difference between the amount actually billed and paid for such Service and the amounts that would have been billed hereunder for that Service had Customer satisfied the applicable Minimum Quantity for such Service (“annual review”). Hereinafter, such amounts due Verizon shall be referred to as the “Shortfall Amounts”. Verizon will issue an invoice to Customer for any Shortfall Amounts due hereunder.

5. **Termination Charges.** If Customer causes the cancellation or termination of this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to seventy-five percent (75%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Termination charges will not apply if an exception contained in Verizon’s applicable tariff applies.



6. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics. The rates, terms, conditions and the On Time Provisioning/Deliverable Date service level agreement ("SLA") are only available to Commonwealth of Pennsylvania - K-12 Schools that qualify for funding under 66 Pa.C.S. §§ 3011-3019 - Commonwealth of Pennsylvania ACT 183.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve (12) months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least thirty (30) days prior to the end of the Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Service at any locations, including but not limited to switch/port, IOF fiber and loop fiber availability on the day an order is placed, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Service, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. Maximum Allowable Range for Service. The maximum allowable range for the Service is determined by the dB loss rate. The actual distance between the SES equipped serving central office and Customer's location may vary due to the facility used in each serving arrangement. The maximum dB loss cannot exceed 20dB @ 1310nm for 10Mbps, 26dB @ 1310nm for 100Mbps, 9.5dB @ 1330nm for 1000Mbps or 22dB @ 1550nm for 1000Mbps. Service is available only where database loss is not exceeded.

f. Verizon, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before February 4, 2008.



7. **Locations.** The Service shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

School District	Street Address	City/State/Zip	Speed	Media
Midwestern Intermediate Unit 4	453 Maple St.	Grove City, Pa. 16127	1000	Fiber
Ellwood City Area School District	501 Crescent Avenue	Ellwood City, PA 16117	100	Fiber
Greenville Area School District	9 Donation Road	Greenville, PA 16125	100	Fiber
Hermitage Area School District	411 North Hermitage Rd	Hermitage, PA 16148	100	Fiber
Laurel School District	2497 Harlansburg Road	New Castle, PA 16101	100	Fiber
Mercer Area School District	545 West Butler Street	Mercer, PA 16137	100	Fiber
Mohawk Area School District	385 Mohawk School Rd	Bessemer, PA 16112	100	Fiber
Neshannock Township School District	3834 Mitchell Road	New Castle, PA 16105	100	Fiber
New Castle Area School District	300 East Lincoln Avenue	New Castle, PA 16101	100	Fiber
Seneca Valley School District	128 Seneca School Road	Harmony, PA 16037	100	Fiber
Sharon City School District	1129 East State Street	Sharon, PA 16146	100	Fiber
Sharpsville Area School District	301 Blue Devil Way	Sharpsville, PA 16150	100	Fiber
Shenango Area School District	2550 Ellwood Road	New Castle, PA 16101	100	Fiber
Union Area School District	2106 Camden Avenue	New Castle, PA 16101	100	Fiber
Wilmington Area School District	350 Wood Street	New Wilmington, PA 16142	100	Fiber
Lawrence County Vo-Tech	750 Phelps Way	New Castle, PA 16101	100	Fiber
Mercer County Career Center	776 Greenville Road	Mercer, PA 16137	100	Fiber
Butler Area School District	110 Campus Lane	Butler PA, 16007	100	Microwav e
Butler Vo-Tech	210 Campus Lane	Butler PA, 16007	100	Microwav e
Karns City Area School District	1446 Kittaning Pike	Karns City, PA 16041	100	Microwav e
Slippery Rock Area School District	201 Kiester Road	Slippery Rock, PA 16057	100	Microwav e
Reynolds School District	531 Reynolds Road	Greenville, PA 16125	100	Microwav e
Mars Area School District	520 Route 228	Mars, PA 16046	100	Microwav e
Commodore Perry School District	3002 Perry Highway	Hadley, PA 16130	100	Microwav e
Jamestown Area School District	204 Shenango Road	Jamestown, PA 16134	100	Microwav e
Lakeview School District	2482 Mercer Street	Stoneboro, PA 16153	100	Microwav e



Verizon company name: Verizon Pennsylvania Inc. (referred to in this Exhibit as "Verizon")
 State: Pennsylvania
 Customer name: Midwestern Intermediate Unit IV
 ICB-M Case No.: 2007-427900 & 2007-428087

Equipment Configuration Service

1. Service, Rates and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

Description of Service. Verizon will provide all services required to lease, engineer, install, configure and maintain the twenty-five (25) Cisco 3750E switches and one (1) Cisco 6506 switch for the entire Service Period, or any extension thereof. The equipment supplied by Verizon is an integral component of the telecommunications services. It remains the property of Verizon and may not be used for any other purpose than to support the telecommunications services. Verizon is not responsible for the Customer's internal network other than to provide the telecommunications services as described in this Agreement.

Rates and Charges:

<u>Qty</u>	<u>Service Description</u>	<u>Monthly Recurring Charge per Unit</u>	<u>Total Monthly Recurring</u>
25	Cisco 3750E switches including Lease, Installation, Maintenance and Configuration	\$226.12	\$5,653.00
1	Cisco 6506 switch including Lease, Installation, Maintenance and Configuration	\$1,678.00	\$1,678.00
TOTAL			\$7,331.00

a. In addition to the above services, normal tariff rates apply for other standard items of service not listed.

2. Minimum Quantity and Shortfall. The rates herein are contingent upon Customer purchasing at least the quantity of Service set forth above as the Minimum Quantity. Verizon will review Customer's account on each annual anniversary of the commencement of the Service Period and if the quantity of Service installed is less than the Minimum Quantity, Customer shall pay to Verizon an amount equal to the difference between the amount actually billed and paid for such Service and the amounts that would have been billed hereunder for that Service had Customer satisfied the applicable Minimum Quantity for such Service ("annual review"). Hereinafter, such amounts due Verizon shall be referred to as the "Shortfall Amounts." Verizon will issue an invoice to Customer for any Shortfall Amounts due hereunder.

3. Termination Charges. If Customer causes the cancellation or termination of this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to one hundred percent (100%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

4. Additional Provisions.

ICB-gov (010207)



a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve (12) months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least thirty (30) days prior to the end of the Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. **Detariffing.** In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Service at any locations, including but not limited to switch/port, IOF fiber and loop fiber availability on the day an order is placed, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Service, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. **Maximum Allowable Range for Service.** The maximum allowable range for the Service is determined by the dB loss rate. The actual distance between the SES equipped serving central office and Customer's location may vary due to the facility used in each serving arrangement. The maximum dB loss cannot exceed 20dB @ 1310nm for 10Mbps, 26dB @ 1310nm for 100Mbps, 9.5dB @ 1330nm for 1000Mbps or 22dB @ 1550nm for 1000Mbps. Service is available only where database loss is not exceeded.

f. Verizon, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before February 4, 2008.

5. **Locations.** The Service shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

School District	Street Address	City/State/Zip	Speed	Equipment
Midwestern Intermediate Unit 4	453 Maple St.	Grove City, Pa. 16127	1000	Cisco 6506
Ellwood City Area School District	501 Crescent Avenue	Ellwood City, PA 16117	100	Cisco 3750E
Greenville Area School District	9 Donation Road	Greenville, PA 16125	100	Cisco 3750E
Hermitage Area School District	411 North Hermitage Rd	Hermitage, PA 16148	100	Cisco 3750E
Laurel School District	2497 Harlansburg Road	New Castle, PA 16101	100	Cisco 3750E
Mercer Area School District	545 West Butler Street	Mercer, PA 16137	100	Cisco 3750E
Mohawk Area School District	385 Mohawk School Rd	Bessemer, PA 16112	100	Cisco 3750E
Neshannock Township School District	3834 Mitchell Road	New Castle, PA 16105	100	Cisco 3750E
New Castle Area School District	300 East Lincoln Avenue	New Castle, PA 16101	100	Cisco 3750E
Seneca Valley School District	128 Seneca School Road	Harmony, PA 16037	100	Cisco 3750E



Sharon City School District	1129 East State Street	Sharon, PA 16146	100	Cisco 3750E
Sharpsville Area School District	301 Blue Devil Way	Sharpsville, PA 16150	100	Cisco 3750E
Shenango Area School District	2550 Ellwood Road	New Castle, PA 16101	100	Cisco 3750E
Union Area School District	2106 Camden Avenue	New Castle, PA 16101	100	Cisco 3750E
Wilmington Area School District	350 Wood Street	New Wilmington, PA 16142	100	Cisco 3750E
Lawrence County Vo-Tech	750 Phelps Way	New Castle, PA 16101	100	Cisco 3750E
Mercer County Career Center	776 Greenville Road	Mercer, PA 16137	100	Cisco 3750E
Butler Area School District	110 Campus Lane	Butler PA, 16007	100	Cisco 3750E
Butler Vo-Tech	210 Campus Lane	Butler PA, 16007	100	Cisco 3750E
Karns City Area School District	1446 Kittaning Pike	Karns City, PA 16041	100	Cisco 3750E
Slippery Rock Area School District	201 Kiester Road	Slippery Rock, PA 16057	100	Cisco 3750E
Reynolds School District	531 Reynolds Road	Greenville, PA 16125	100	Cisco 3750E
Mars Area School District	520 Route 228	Mars, PA 16046	100	Cisco 3750E
Commodore Perry School District	3002 Perry Highway	Hadley, PA 16130	100	Cisco 3750E
Jamestown Area School District	204 Shenango Road	Jamestown, PA 16134	100	Cisco 3750E
Lakeview School District	2482 Mercer Street	Stoneboro, PA 16153	100	Cisco 3750E



Local Switched Ethernet Service **Service Level Agreement**

Received & Inspected
Addendum A

MAY 03 2013

This Attachment describes the Service Level Agreement ("SLA") that is available to qualifying Local Switched Ethernet Service ("SES") customers. This Service Level Agreement ("SLA") applies to local SES Services only and does not apply to SES Services provided under FCC or Long Distance Tariffs or service offerings.

Eligibility Requirements

Local SES

- Customer must be a Commonwealth of Pennsylvania - K-12 School that qualifies for funding under 66 Pa.C.S. §§ 3011-3019 - Commonwealth of Pennsylvania ACT 183.
- Minimum three (3) year contract term or service extension to meet the requirement for those with less than 36 months remaining.
- SES UNI must be in service for at least one calendar month

Metric Definition

Metrics	Threshold	Credit
Mean Time To Repair (MTTR)	4 Hours	50% Local SES UNI Port MRC
Network Availability (NA)	99.90%	10% Local SES UNI Port MRC

Mean Time to Repair

Mean Time to Repair (MTTR) reflects Verizon's responsiveness in resolving problems in the network. Under the MTTR service level agreement, Verizon will measure the average Time to Repair (TTR) for customer-reported interruptions in the services with respect to Local SES UNI. The TTR is measured from the date and time a trouble ticket is opened by Verizon and the date and time when such ticket is closed by Verizon. In measuring the TTR, any standard stop clock time associated with the trouble shall be subtracted from such measurement. The MTTR service level metric is measured on a calendar month basis and is calculated by adding the TTR for all interruptions and dividing that sum by the total number of trouble tickets opened for interruptions for that customer during the month.

Mean Time to Repair Remedy

If the average MTTR for interruptions for a calendar month exceeds four (4) hours, Verizon will provide a credit of fifty percent (50%) of the monthly recurring charge for any individual Local SES UNI that is unavailable for use for more than four (4) consecutive hours during the calendar month

Network Availability

Network Availability refers to the percentage of time during a calendar month that the service is available for use by the customer. The Verizon threshold for Network Availability is 99.90%. Network Availability is calculated based upon the total number of minutes in a calendar month that customer was actually in service divided by the total number of minutes in that month. The number of minutes out of service is computed in the same fashion as the number of minutes for Time to Repair.

Network Availability Remedy

If Network Availability across all Local SES UNIs in a Customer's Local SES network is less than the threshold of 99.90% for a calendar month, Verizon will provide a credit equal to ten percent (10%) of the associated monthly recurring charge for the UNI connection that did not meet the threshold during that calendar month.

On Time Provisioning / Deliverable Date

On Time Provisioning is defined as Verizon providing service to the Customer no later than the Firm Order Commitment (FOC) due date provided by Verizon to Customer as the Deliverable Date. For these purposes, "providing service" is defined as successful completion of testing of the circuit/connection and rate element by Verizon. The FOC due date is provided to Customer at the time an order is verified for order accuracy, availability of required facilities and components, and completion of design and ordering related forms and documents (including, but not limited to, network design, configuration and data gathering form(s)).



If Verizon fails to meet the FOC due date for a Service, and it is determined that Verizon has caused such failure, an On-Time Provisioning SLA remedy will be provided as describe below.

(A) The On-Time Provisioning SLA does not apply:

1. When the Installation Date is missed because the Customer is not ready to accept service on the Installation Date;
2. When Customer changes the order after receiving the Installation Date from Verizon;
3. On orders for which an expedited interval has been requested;
4. On orders for disconnection.

On Time Provisioning Remedy

If Verizon fails to provide On Time Provisioning as defined above to the location(s) identified in the project schedule as submitted by Verizon to Customer, Verizon will provide a credit to Customer as calculated by the formulas below.

- ❑ **1 to 30 calendar Delay Days** - $1/30^{\text{th}}$ MRC multiplied by Delay Days
- ❑ **Over 30 calendar Delay Days** - Each credit ($1/30^{\text{th}}$ MRC per Day) will be multiplied by the number of 30 day interval(s) late; for example, Delay Days 31 – 60 days late incurs a x2 multiplier (i.e. $2/30^{\text{th}}$ MRC)

Network Availability and On-Time Provisioning SLA Exclusions/Restrictions

The SLAs set forth above are subject to the following exclusions and restrictions:

- Local SES Operational SLA guarantees are available to the subscribing customer on each local SES circuit at the locations listed within the locations Section of Exhibit A.
- At no time shall the total amount of all service credits over the course of a year (as measured with respect to the customer's contract term) exceed 5% of the total annual revenue billed to the Customer under this Agreement or \$50,000 – whichever sum is less
- Total credits for individual Service Elements will not exceed the total of the customer's discounted monthly recurring charge for the individual Service Element in a given calendar month.
- SLAs credits will not exceed 100% of MRC per circuit – applicable if other SLA metrics are violated within SLA monitoring period
- To receive credit as described in the remedies sections above, the customer must request credit within 30 days of SLA monitoring period during which the violation is suspected to have occurred
- SLAs will be effective once the eligible circuits have been "in effect" for a full calendar month
- The remedies provided hereunder this Agreement shall be the Customer's sole and exclusive remedies for a failure by Verizon to meet any SLA or to correct a failure to meet a SLA, and shall be in lieu of any other remedies that the Customer may have for a failure by Verizon to meet any SLA or to correct any failure to meet an SLA..
- Verizon is not responsible for failure to meet performance objectives for any of the following reasons unless otherwise stated in the performance objective description:
 - The any action of the Customer or other authorized by the Customer to use the service.
 - Interruptions, failures or delays due to power, equipment, service or systems not provided by Verizon.
 - Interruptions or delays at any time in which Verizon or Verizon's agents are not granted reasonable access to the premises where the access lines associated with the service are terminated.
 - Interruptions or delays as a result of customer authorized maintenance, re-arrangement of services or implementation of a customer order.
 - Interruptions or delays as a result of customer refusal to release service(s) for testing and/or repair and continues to use the service.
 - Interruptions or delays due to Force Majeure events.
 - Interruptions or delays due to the hours of scheduled maintenance and scheduled downtimes of the local access provider in city for which the customer is reporting a trouble
 - All measurements are understood as performed and collected using Verizon-monitoring systems and procedures
 - Monitoring policies may change





CONFIGURED WAN (Leased End-to-End w/Configured Equipment) and CONFIGURED LAN SERVICE DESCRIPTION

1. **General.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. The provisions of the Guide relating to Configured WAN will apply to any Customer order to Verizon for Configured WAN including, without limitation, design Customer's data network, activate, monitor and configure specified Customer Premise Equipment ("CPE" or "Configured Device and collectively, "Customer Network") comprising Customer's data network (and/or Third Party Transport Service) where Customer has executed an agreement for such transport services (the "Configured WAN Services"). Certain current Guide terms regarding Configured WAN are described in part below (without limitation). The Configured WAN and optional Configured LAN (collectively, "Configured Services") will be performed by Verizon or through its agents and subcontractors on a commercially reasonable basis.

2. Description of Services.

- 2.1 **Configured WAN Full Configuration** is a comprehensive Configured WAN service that provides full testing of the ISDN dial backup design in addition to Physical Configuration service. Verizon is responsible to clear both logical and physical issues with Customer's reasonable cooperation. Verizon may clear the fault condition remotely or by dispatching a technician to Customer's site at Verizon's option. Where ISDN is not available, Verizon will provide an analog dial backup design, if applicable. Customer is responsible to arrange for the provisioning of ISDN Basic Rate Interface ("BRI") lines or analog lines as necessary. Change Configuration activities are found on the Guide and are included in the monthly recurring charges for Full Configuration.

2.2 **Configured WAN Service Non-Recurring Options.**

- 2.2.1 **Configured Implementation Service.** Configured Implementation brings a new Customer Configured WAN network online after the Customer's requirements have been gathered and the design activities have been completed. Verizon provides support for the planning, system engineering and overall project Configuration of a new network. Verizon will provide Configured Implementation Service in accordance with a separate statement of requirements ("SOR") that contains appropriate terms and conditions agreed upon by the parties.

3. **Optional Services.** In addition to Customer's Configured WAN Services, Customer may choose to purchase Optional Reporting for Configured WAN, Third Party Transport Service, Configured Device Enhanced Features, or Configured LAN Service.

3.1 **Optional Reporting for Configured WAN.**

- 3.1.1 **Network Configuration Reporting - Visual.** Network Configuration Reporting - Visual is described on the Guide and is a real-time network performance monitoring and reporting service for Customers who install specified CPE. Verizon will provide daily, graphical reports Customer Networks via a secure web interface. Verizon will verify that the Customer Network is capable of providing the required reporting level. Any remediation to provide a reporting level will be at Customer's expense. Reports may be viewed at the Customer Portal.
- 3.2 **Third Party Transport Service.** Verizon will monitor and configure Customer's 3rd Party Transport circuit from its NOC and inform Customer of the existence of any outages or problems with the 3rd Party Transport circuit. 3rd Party Transport is available to Customers with at least one Configured site on the Verizon network.



3.3 Configured Device Enhanced Features. Customer with Configured WAN Full level of service may select certain Configured Device features at install or from time to time as part of the overall Configuration of Configured WAN service at an additional charge per month per Configured Device.

3.3.1. Embedded Firewall: Embedded Firewall is a Configured Device based firewall service that establishes Verizon Configured firewall policies on the Configured Device. Firewall reporting is available as an option on the Customer Portal.

3.3.2. Intrusion Protection: Intrusion Prevention is a Configured Device based service that detects, alerts, and in some cases blocks attacks (intrusions) on the Customer network. Intrusion Protection reporting is available as an option on the Customer Portal.

3.3.3. Content Filtering: Content Filtering is a Configured Device based service that allows Customer to control web-based content accessed by end users. Content filtering feature is used with a Customer provided and Configured Websense server or configured to select up to 25 URL filters (List-based Filtering), or both.

3.3.4. Content Delivery: Content Delivery is available as a Configured Device module that will provide for caching of Customer web-based content to store frequently requested web content on the Configured Device module.

3.3.5. Ethernet LAN: Ethernet LAN is only available as a LAN card on a Configured Device. The LAN card will provide for additional LAN ports (standard or with power over Ethernet, ("PoE")). Verizon will monitor the LAN card generally, but not individual ports on the LAN card.

3.4 Configured LAN Service. The provisions of the Guide relating to Verizon Configured Local Area Network ("LAN") Services ("MLAN Service") will apply to any Customer order to Verizon for Configured LAN Service. The MLAN Service must be associated with at least one Configured WAN site and the Configured LAN Configuration level must be at the same level or below the Configured WAN Configuration level for the same site.

3.4.1. Configured LAN Full Configuration is a comprehensive Configured LAN switch service that provides the following physical and logical fault configuration, configuration management, security configuration, and monitoring services for LAN Switches in addition to the Physical Configuration.

3.4.2. Initial Configured LAN Service Non-Recurring Options.

3.4.2.1 Configured Implementation Service. Configured Implementation brings a new Customer Configured WAN network online after the Customer's requirements have been gathered and the design activities have been completed. Verizon provides support for the planning, system engineering and overall project Configuration of a new network. Verizon will provide Configured Implementation Service in accordance with a SOR that contains appropriate terms and conditions agreed upon by the parties.

4. Customer Responsibilities. Customer will do the following:

4.1 Information and Access Requests. Upon request, Customer will provide information to Verizon, its subcontractors or its designated point of contact ("Verizon or its Designees") that is reasonably necessary or useful for Verizon to perform its obligations. In addition, upon request Customer will provide Verizon or its Designees with access to Customer facilities, installation sites, and equipment as reasonably necessary or useful for Verizon to perform its obligations hereunder.

4.2 Licenses. Customer will obtain any necessary permits, licenses, variances, and/or other authorizations required by state and local jurisdictions for installation and operation of the CPE on Customer's premises or where the jurisdiction requires Customer to obtain the permit, license, variance and/or authorization.



- 4.3 **Building Space.** Customer will provide adequate building space, circuitry, facility wiring, temperature, humidity, and power to comply with the standards established by the manufacturer of the CPE for proper installation and operation of the Configured Service.
- 4.4 **IP Addresses.** Verizon reserves the right to use secondary IP addressing if Customer is using unregistered IP address space. If Customer will not allow secondary IP addressing, Customer agrees to pay reasonable costs for a dedicated Configuration domain or an IP proxy hardware solution. Additionally, Verizon reserves the right to use border gateway protocol ("BGP") routing for the Configuration permanent virtual circuits ("PVCs") used to access and monitor Customer's Network.
- 4.5 **Out of Band Access.** Out of band ("OOB") access is required for all Configured WAN and Configured LAN Full Configuration or Physical Configuration. Customer will provide at their cost either a dedicated, analog telephone connection or indirect cable access for use by each OOB modem for troubleshooting each circuit that is part Configured WAN and Configured LAN Full Configuration or Physical Configuration. The analog telephone connection must maintain a minimum 9600 bits per second connection rate for site level service level agreements ("SLAs") to apply. Configured LAN OOB access is in addition to any Configured WAN OOB access.
- 4.6 **Supported Devices.** Only Verizon certified devices will be supported and must be an approved Verizon design as outlined in Customer's Statement of Requirements.
- 4.7 **Third Party Transport Service.**
- 4.7.1 **Transport.** Customer must provide and pay for a dedicated MPLS, frame relay, ATM or private line connection through a local, 3rd Party Transport service provider ("3rd party provider") in order to configure the 3rd Party Transport circuit. Customer is responsible for the installation of all transport (including but not limited to the telephone line access circuit for the dedicated access connection, i.e. local loop). Customer shall ensure that the 3rd party provider executes a Letter of Authorization ("LOA") to allow Verizon to configure the WAN. Customer will cooperate with Verizon's reasonable instructions and provide information as necessary for Verizon's remote Configuration and troubleshooting functionality, either in band or out of band. Customer is responsible for all costs, expenses, fees, etc. (collectively "costs") related to 3rd party providers, including costs related to actions directed or recommended by Verizon, either directly to the 3rd party provider pursuant to the LOA or otherwise through Customer.
- 4.7.2 **CPE and Configuration.** Customer can choose to provide their own WAN CPE for the 3rd Party Transport site or, for United States sites, Verizon can provide CPE under a separate service attachment or agreement. In either case, Customer will provide Verizon with such access to CPE and such assistance as Verizon reasonably requires to provide monitoring and/or Configuration of 3rd Party Transport. Except when provided by Verizon, Customer is responsible for the installation of the CPE. If required, Customer will facilitate the execution of a LOA allowing Verizon to work with any third party CPE maintenance providers. Customer is responsible for all costs and expenses related to 3rd party maintenance providers, including costs related to actions directed or recommended by Verizon, either directly to the 3rd party CPE maintenance provider pursuant to the LOA or otherwise through Customer.
5. **Reports.** All copies of any reports, recommendations, documentation, Customer Portal printouts, or other materials in any media form provided to Customer by Verizon hereunder will be treated as Verizon Confidential Information.
6. **Service Level Agreement.** During the Term, Customer will receive the benefits of the Configured WAN and Configured LAN Service Level Agreement that is found in the Internet, Enhanced and other Nonregulated Products and Services section of the Guide ("SLA").
7. **Services Disclaimer.** Verizon makes no warranties, guarantees, or representations, express, or implied, that (i) the services provided pursuant to this Attachment will protect Customer's network from intrusions, viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or destructive programming routines; (ii) any security threats and vulnerabilities to Customer's network will be prevented or detected; or (iii) the



performance by Verizon of any services under this Attachment will render Customer's systems invulnerable to security breaches.

8. **Use of Customer Logo.** Customer agrees to allow Verizon to use its logo identifying Customer as a Verizon Configured Services customer. Customer agrees to allow use of Customer's trademarks, trade names, or service marks (collectively, "Trademarks") for Verizon internal and external communications relation to Verizon's provision of the Service to the Customer. Verizon will present Customer with an opportunity to approve of such use of Trademarks, in advance, in writing, which approval shall not be unreasonably withheld or delayed. Verizon acknowledges that the Customer is the owner of all right, title and interest in and to all of the Trademarks and shall not take any action that is inconsistent with such ownership. Verizon shall not, by any act or omission, use any Trademark in any manner that tarnishes, degrades, disparages or reflects adversely on Customer or its business or reputation. Any use of each other's Trademarks and logos in conformity with the provisions of this Section will be royalty-free.



SUMMARY OF SERVICE CHARGES

The following table represents the summary of charges for the Services provided to the Customer under the Exhibits provided in this Agreement.

Summary of Service Charges:

Quantity	Service	Total Monthly Recurring Charges	Total Non-recurring Charges
Exhibit A - Switched Ethernet Service (SES)			
25	100 MB Basic Access Line	\$2,836,980.00	
1	1000 MB (GigE) Basic Access Line	\$228,000.00	
	Non-recurring Charges for installation of SES (3 @ \$479,977.58)		\$1,439,932.74
Exhibit B - Equipment Configuration Service			
26	Cisco Equipment, Installation, Configuration and Maintenance	\$439,860.00	
Total Project Cost		\$3,504,840.00	\$1,439,932.74



FCC Form 471

Approval by OMB
3060-0806

Attachment 8

Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471

Received & Inspected

MAY 03 2013

Estimated Average Burden Hours per Response: 4 hours
This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.
Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)
The instructions include information on the deadlines for filing this application.

FCC Mail Room

Applicant's Form Identifier (Create an identifier for your own reference) Wan12	Form 471 Application #: 861762 (To be assigned by administrator)
--	--

Block 1: Billed Entity Address and Identifications
 1 Name of Billed Entity
 INTERMEDIATE UNIT 04

 2 Funding Year 2012

 3a Entity Number 125489

 3b FCC Registration Number 0012030474

 4a Street Address, P.O. Box, or Route Number
 453 MAPLE ST

 City GROVE CITY State PA Zip Code 16127-2324

 4b Telephone Number (412) 458-6700

 4c Fax Number (412) 458-5083

 5a Type of Application (check only one)
☐ Individual School (individual public or non-public school)
☐ School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)
☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
☒ Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)
☐ Statewide application for (enter 2-letter state code)
 representing (check all that apply)
☐ All public schools/districts in the state
☐ All non-public schools in the state
☐ All libraries in the state

 5b Recipient(s) of Services:
☒ Private ☒ Public ☐ Charter
☐ Tribal ☐ Head Start ☐ State Agency

Entity Number: 125489	Applicant's Form Identifier: Wan12
Contact Person: Scott powner	Contact Phone Number: (412) 458-6700

Block 1: Billed Entity Address and Identifications (continued)
 6a Contact Person's Name
 Scott powner

 If the Contact Person's Street Address is the same as Item 4 above, check here. ☐ If not, complete Item 6b.

 6b Street Address, P.O. Box, or Route Number
 NOTE: USAC will use this address to mail correspondence about this form.
 453 MAPLE ST

 City GROVE CITY State PA Zip Code 16127-2324

 Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

☐ 6c Telephone Number (412) 458 - 6700
☐ 6d Fax Number (412) 458 - 5083
☒ 6e E-Mail Address scott_powner@miu4.k12.pa.us
 Re-enter E-mail Address scott_powner@miu4.k12.pa.us

 6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address

 If a consultant is assisting you with your application process, please complete Item 6g below:

 6g Consultant Name
 Name of Consultant's Employer
 Consultant's Street Address

 City State Zip Code
 Consultant's Telephone Number Ext.
 Consultant's Fax Number
 Consultant's E-mail Address
 Re-enter E-mail Address
 Consultant Registration Number

Entity Number: 125489		Applicant's Form Identifier: Wan12	
Contact Person: Scott powner		Contact Phone Number: (412) 458-6700	
Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.			
Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.			
Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471			
		Schools	Libraries
7a	Number of students or patrons to be served	54530	0
b	Telephone service: Number of classrooms or rooms with phone service	4800	0
c	Direct connections to the Internet: Number of drops	32	0
d	Number of classrooms or rooms with Internet access	4800	0
e	Number of computers or other devices with Internet access	18000	0
f	Number of dial-up Internet access and other connections of up to 200 kbps:	0	0
g	High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than 200 kbps and less than 1.5 mbps	0
		At or greater than 1.5 mbps and less than 3 mbps	0
		At or greater than 3 mbps and less than 10 mbps	0
		At or greater than 10 mbps and less than 25 mbps	6
		At or greater than 25 mbps and less than 60 mbps	0
		At or greater than 60 mbps and less than 100 mbps	0
		Greater than 100 mbps	27
Block 3:			
8 [Reserved]			

Entity Number: 125489											Applicant's Form Identifier: Wan12				
Contact Person: Scott powner											Contact Phone Number: (412) 458-6700				
Block 4: Discount Calculation Worksheet															
Worksheet - 1467156 Page 1 of 2															
<p>The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.</p> <p><input type="checkbox"/> Check here if this worksheet contains all eligible entities in the school district or library system.</p>															
9a List entities and calculate discount(s):											(For Administrator's Use)				
School District or Library System Name:											School District or Library System Entity Number:				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Name of Eligible Entity	Entity Number AND NCEB Code (for Schools) or FACS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	All Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate code(s): P = pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount	
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia		
CENTER TWP ELEMENTARY SCHOOL	17381 42 04590 01148	U	605	131	21.653%	50	N	N	N	30250			50		
CHICORA ELEMENTARY SCHOOL	17384 42 08600 01153	U	480	177	36.875%	60	N	N	N	28800			60		
NORTHWEST ELEMENTARY SCHOOL	17383 42 04590 01142	U	357	124	34.734%	60	N	N	N	21420			60		
BUTLER AREA INTER HIGH SCHOOL	17384 42 04590 06690	U	1213	313	25.804%	50	N	N	N	60650			50		
BUTLER AREA HIGH SCHOOL	17385 42 04590 01147	U	1192	246	20.638%	50	N	N	N	59600			50		
BUTLER CO AREA VOC-TECH SCHOOL	17368 42 80520 07097	U	0	0	0.000%	20	N	N	N	0			20		
MERIDIAN ELEMENTARY SCHOOL	17367 42 04590 01143	U	347	98	28.242%	50	N	N	N	17350			50		
MCQUISTON ELEMENTARY SCHOOL	17369 42 04590 01138	U	405	123	30.370%	50	N	N	N	20250			50		
BUTLER AREA JUNIOR HIGH SCHOOL	17370 42 04590 06119	U	1178	379	32.173%	50	N	N	N	58900			50		
EMILY BRITTAIN ELEM SCHOOL	17372 42 04590 01134	U	363	177	48.760%	60	N	N	N	21780			60		
BROAD STREET ELEMENTARY SCHOOL	17374 42 04590 01135	U	212	179	84.434%	90	N	N	N	19080			90		
CENTER AVENUE ELEM SCHOOL	17375 42 04590 07139	U	178	146	82.022%	90	N	N	N	16020			90		
SUMMIT ELEMENTARY SCHOOL	17379 42 04590 01184	U	221	68	30.769%	50	N	N	N	11050			50		
BRUN ELEMENTARY SCHOOL	17381 42 08600 04908	U	178	113	63.483%	80	N	N	N	14240			80		
OAKLAND TOWNSHIP ELEM SCHOOL	17362 42 04590 01165	U	257	79	30.739%	50	N	N	N	12850			50		
PERRY ELEMENTARY SCHOOL	17448 42 09240 02668	R	269	103	38.290%	70	N	N	N	18830			70		
LINCOLN JR-SR HIGH SCHOOL	17449 42 09240 02675	R	945	317	33.545%	60	N	N	N	56700			60		
FARRELL AREA ELEMENTARY SCHOOL	17454 42 09690 07143	U	753	618	82.072%	90	N	N	N	67770			90		
FARRELL HIGH SCHOOL	17456 42 09690 05248	U	753	618	82.072%	90	N	N	N	67770			90		
GREENVILLE HIGH SCHOOL	17457 42 11160 03137	U	702	228	32.479%	50	N	N	N	35100			50		
EAST ELEMENTARY SCHOOL	17459 42 11160 03135	U	347	157	45.245%	60	N	N	N	20820			60		
HEMPFIELD ELEMENTARY SCHOOL	17460 42 11160 03133	U	445	213	47.865%	60	N	N	N	26700			60		
REYNOLDS JR-SR HIGH SCHOOL	17461 42 20220 03165	U	619	271	43.780%	60	N	N	N	37140			60		
REYNOLDS ELEMENTARY SCHOOL	17462 42 20220 03164	U	638	329	51.567%	80	N	N	N	51040			80		
GROVE CITY SR HIGH SCHOOL	17464 42 11220 03145	U	755	194	25.695%	50	N	N	N	37750			50		
HIGHLAND PRIMARY CENTER	17465 42 11220 03143	U	300	82	27.333%	50	N	N	N	15000			50		
HILLVIEW ELEMENTARY SCHOOL	17466 42 11220 06844	U	688	195	28.343%	50	N	N	N	34400			50		
GROVE CITY MIDDLE SCHOOL	17468 42 11220 03144	U	347	86	24.784%	50	N	N	N	17350			50		
GEORGE JR REPUBLIC HIGH SCHOOL	17469 42 11220 06125	U	485	485	100.000%	90	N	N	N	43650			90		
COMMODORE PERRY SCHOOL	17471 42 06390 00202	U	531	228	42.938%	60	N	N	N	31860			60		
JAMESTOWN AREA ELEMENTARY SCH	17472 42 12300 06127	U	303	144	47.525%	60	N	N	N	18180			60		
JAMESTOWN AREA JR-SR HIGH SCH	17473 42 12300 06128	U	265	87	32.830%	50	N	N	N	13250			50		
MERCER JR & SR HIGH SCHOOL	17475 42 15120 03158	U	667	180	26.987%	50	N	N	N	33350			50		

MERCER ELEMENTARY SCHOOL	17476 42 15120 03157	U	649	239	36.826%	60	N	N	N	38940			60
WILMINGTON AREA HIGH SCHOOL	17477 42 26520 02721	R	461	103	22.343%	60	N	N	N	27660			60
NEW WILMINGTON ELEM SCHOOL	17478 42 26520 06963	R	300	84	28.000%	60	N	N	N	18000			60
WILMINGTON AREA MIDDLE SCHOOL	17479 42 26520 00033	R	454	133	29.295%	60	N	N	N	27240			60
PULASKI ELEMENTARY SCHOOL	17488 42 26520 04865	R	136	48	35.294%	70	N	N	N	9520			70
WEST HILL ELEMENTARY SCHOOL	17490 42 21330 03171	U	276	245	88.768%	90	N	N	N	24840			90
MUSBER ELEMENTARY SCHOOL	17491 42 21330 03170	U	358	323	90.223%	90	N	N	N	32220			90
SHARON HIGH SCHOOL	17492 42 21330 05246	U	945	579	61.270%	80	N	N	N	75600			80
CASE AVENUE ELEMENTARY SCHOOL	17494 42 21330 03173	U	553	280	50.833%	80	N	N	N	44240			80
KENNEDY CATHOLIC HIGH SCHOOL	17495 01 61505 7	U	259	29	11.197%	40	N	N	N	10360			40
HICKORY HIGH SCHOOL	17497 42 11820 03150	U	892	220	24.664%	50	N	N	N	44600			50
DELAHUNTY MIDDLE SCHOOL	17498 42 11820 05247	U	661	186	28.139%	50	N	N	N	33050			50
ARTMAN ELEMENTARY SCHOOL	17499 42 11820 03146	U	641	193	30.109%	50	N	N	N	32050			50
SHARPSVILLE MIDDLE SCHOOL	17502 42 21420 00084	U	332	111	33.434%	50	N	N	N	16600			50
SHARPSVILLE SR HIGH SCHOOL	17503 42 21420 03124	U	394	111	28.173%	50	N	N	N	19700			50
EVANS CITY ELEMENTARY SCHOOL	17385 42 22440 01180	U	889	162	18.223%	40	N	N	N	35560			40
EVANS CITY MIDDLE SCHOOL	17386 42 22440 00262	U	889	162	18.223%	40	N	N	N	35560			40
CLEARFIELD TWP ELEM SCHOOL	17387 42 04590 01149	U	181	62	34.254%	50	N	N	N	9050			50
SENECA VALLEY INTERMEDIATE SCH	17390 42 22440 00115	U	1147	109	9.503%	40	N	N	N	45880			40
SENECA VALLEY JR HIGH SCHOOL	17391 42 22440 00115	U	1147	109	9.503%	40	N	N	N	45880			40
SENECA VALLEY SR HIGH SCHOOL	17392 42 22440 01183	U	1131	105	9.284%	40	N	N	N	45240			40
HAR-MER ELEMENTARY SCHOOL	17393 42 21680 01167	U	123	40	32.520%	50	N	N	N	6150			50
KARNS CITY AREA JR-SR HIGH SCH	17396 42 09600 01154	U	754	276	36.605%	60	N	N	N	45240			60
MARS ELEMENTARY SCHOOL	17397 42 14790 01155	U	710	56	7.887%	40	N	N	N	28400			40
MARS PRIMARY CENTER	17398 42 14790 01158	U	237	31	13.080%	40	N	N	N	9480			40
MARS AREA HIGH SCHOOL	17399 42 14790 01159	U	1010	66	6.535%	40	N	N	N	40400			40
MARS AREA MIDDLE SCHOOL	17400 42 14790 05363	U	487	28	5.749%	40	N	N	N	19480			40
MORAIN ELEMNTARY SCHOOL	17403 42 21680 01169	U	427	139	32.553%	50	N	N	N	21350			50
CONNOQUENESSING ELEM SCHOOL	17404 42 04590 01150	U	250	60	24.000%	50	N	N	N	12500			50
SLIPPERY ROCK AREA ELEM SCHOOL	17410 42 21680 01171	U	411	136	33.090%	50	N	N	N	20550			50
SLIPPERY ROCK AREA HIGH SCHOOL	17411 42 21680 01172	U	737	202	27.408%	50	N	N	N	36850			50
SLIPPERY ROCK AREA MIDDLE SCH	17412 42 21680 06647	U	538	163	30.297%	50	N	N	N	26900			50
MIDDLESEX ELEMENTARY SCHOOL	17413 0 0 0	U	16	5	31.250%	50	N	N	N	800			50
MONTEAU JR & SR HIGH SCHOOL	17414 42 17100 01164	U	745	270	36.242%	60	N	N	N	44700			60
CONNOQUENESSING VALLEY ELEM SCH	17416 42 22440 01178	U	644	65	10.093%	40	N	N	N	25760			40
ROWAN ELEMENTARY SCHOOL	17418 42 22440 01179	U	550	28	5.091%	40	N	N	N	22000			40
HAINE ELEMENTARY SCHOOL	17419 42 22440 04907	U	1309	190	14.515%	40	N	N	N	52360			40
UNION AREA HIGH SCHOOL	17420 42 24060 02712	R	515	183	35.534%	70	N	N	N	36050			70
UNION AREA ELEMENTARY SCHOOL	17422 42 24060 02709	R	289	131	45.329%	70	N	N	N	20230			70
KENNEDY ELEMENTARY SCHOOL	17423 42 16620 02699	R	279	172	61.649%	80	N	N	N	22320			80
NEW CASTLE HIGH SCHOOL	17424 42 16620 02704	R	1359	813	59.823%	80	N	N	N	108720			80
CROTON KINDERGARTEN	17425 42 16620 02701	R	140	69	49.286%	70	N	N	N	9800			70

LOCKLEY ELEMENTARY SCHOOL	17426 42 16620 02691	R	305	235	77.049%	90	N	N	N	27450			90
STEVENS ELEMENTARY SCHOOL	17429 42 16620 02700	R	255	173	67.843%	80	N	N	N	20400			80
LAWRENCE COUNTY AVTS	17430 42 13390 04940	R	357	185	51.821%	80	N	N	N	28580			80
SHENANGO ELEMENTARY SCHOOL	17431 42 21510 02708	R	659	187	28.378%	60	N	N	N	39540			60
SHENANGO AREA JR-SR HIGH SCH	17432 42 21510 02708	R	603	129	21.393%	60	N	N	N	36180			60
WEST SIDE SCHOOL	17433 42 16620 02697	R	200	168	84.000%	90	N	N	N	18000			90
LAUREL ELEMENTARY SCHOOL	17434 42 13380 07209	R	698	235	33.668%	60	N	N	N	41880			60
LAUREL JR-SR HIGH SCHOOL	17435 42 13380 02680	R	662	170	25.680%	60	N	N	N	39720			60
NESHANNOCK JR-SR HIGH SCHOOL	17437 42 16440 02889	R	627	96	15.311%	50	N	N	N	31350			50
NESHANNOCK MEMORIAL SCHOOL	17438 42 16440 02688	R	714	114	15.968%	50	N	N	N	35700			50
MOHAWK AREA JR & SR HIGH SCH	17441 42 15540 02686	R	779	233	29.910%	60	N	N	N	46740			60
MOHAWK ELEMENTARY SCHOOL	17442 42 15540 07129	R	755	281	37.219%	70	N	N	N	52850			70
NORTH SIDE ELEMENTARY SCHOOL	17445 42 08240 02664	R	324	142	43.827%	70	N	N	N	22680			70
LAKEVIEW MIDDLE SCHOOL	17507 42 13080 07208	U	414	150	36.232%	60	N	N	N	24840			60
LAKEVIEW SENIOR HIGH SCHOOL	17508 42 13080 03155	U	417	138	33.094%	50	N	N	N	20850			50
OAKVIEW ELEMENTARY SCHOOL	17509 42 13080 03154	U	450	180	40.000%	60	N	N	N	27000			60
OAKVIEW ELEMENTARY SCHOOL	17514 42 25650 09970	U	582	215	36.942%	60	N	N	N	34920			60
WEST MIDDLESEX JR-SR HIGH SCH	17515 42 25650 08129	U	548	172	31.387%	50	N	N	N	27400			50
SUGARCREEK ELEMENTARY SCHOOL	17526 42 09600 00083	U	261	142	54.408%	80	N	N	N	20880			80
MARS AREA CENTENNIAL SCHOOL	16039056 42 14790 06074	U	524	46	8.779%	40	N	N	N	20960			40
SHARPSVILLE AREA ELEMENTARY SCHOOL	209039 42 21420 00618	U	526	223	42.395%	60	N	N	N	31560			60
KEYSTONE EDUCATION CENTER CHARTER SCHOOL	221441 42 00011 00272	U	220	198	90.000%	90	N	N	N	19800			90
NEW CASTLE YOUTH DEVELOPMENT CENTER (FREW MILL SCHOOL)	231687 42 89392 07189	R	80	80	100.000%	90	N	N	N	7200			90
MIDWESTERN INTERMEDIATE UNIT 4	235061 0 0 0	U	0	0	0.000%	54	N	N	N	0			54
HARRIGER EDUCATIONAL SERVICES CENTER	16022538 0 0 0	U	0	0	0.000%	49	N	N	N	0			49
SHARON ADMIN BUILDING	16027491 0 0 0	U	0	0	0.000%	78	N	N	N	0			78
Hartman School	202019 42 09240 02674	R	276	177	64.130%	80	N	N	N	22080			80

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.													
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.													
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.												6081	60%

Entity Number:										Applicant's Form Identifier:					
Contact Person:										Contact Phone Number:					
Block 4: Discount Calculation Worksheet															
Worksheet - 1467157															
Page 2 of 2															
<p>The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, item 5.</p> <p><input type="checkbox"/> Check here if this worksheet contains all eligible entities in the school district or library system.</p>															
(For Administrator's Use)															
9a List entities and calculate discount(s):															
School District or Library System Name:															
School District or Library System Entity Number:															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Const. on	Admin. Entity or NIF	At Disc. Mech.	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate code(s): P = pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount	
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia		
CENTER TWP ELEMENTARY SCHOOL	17361 42 04590 01148	U	605	131	21.653%	50	N	N	N	30250			50		
OAKLAND TOWNSHIP ELEM SCHOOL	17362 42 04590 01165	U	257	79	30.739%	50	N	N	N	12850			50		
NORTHWEST ELEMENTARY SCHOOL	17363 42 04590 01142	U	357	124	34.734%	60	N	N	N	21420			60		
BUTLER AREA INTER HIGH SCHOOL	17364 42 04590 06890	U	1213	313	25.804%	50	N	N	N	60650			50		
BUTLER AREA HIGH SCHOOL	17365 42 04590 01147	U	1192	248	20.838%	50	N	N	N	59600			50		
BUTLER CO AREA VOC-TECH SCHOOL	17366 42 80520 07097	U	0	0	0.000%	20	N	N	N	0			20		
MERIDIAN ELEMENTARY SCHOOL	17367 42 04590 01143	U	347	98	28.242%	50	N	N	N	17350			50		
ACQUISITION ELEMENTARY SCHOOL	17369 42 04590 01138	U	405	123	30.370%	50	N	N	N	20250			50		
BUTLER AREA JUNIOR HIGH SCHOOL	17370 42 04590 06119	U	1178	379	32.173%	50	N	N	N	58900			50		
EMILY BRITAIN ELEM SCHOOL	17372 42 04590 01134	U	363	177	48.760%	60	N	N	N	21780			60		
BROAD STREET ELEMENTARY SCHOOL	17374 42 04590 01135	U	212	179	84.434%	90	N	N	N	19080			90		
CENTER AVENUE ELEM SCHOOL	17375 42 04590 07139	U	178	146	82.022%	90	N	N	N	16020			90		
SUMMIT ELEMENTARY SCHOOL	17379 42 04590 01184	U	221	68	30.769%	50	N	N	N	11050			50		
BRUNN ELEMENTARY SCHOOL	17381 42 09600 04906	U	178	113	63.483%	80	N	N	N	14240			80		
CHICORA ELEMENTARY SCHOOL	17384 42 09600 01153	U	480	177	36.875%	60	N	N	N	28800			60		
EVANS CITY ELEMENTARY SCHOOL	17385 42 22440 01180	U	889	162	18.223%	40	N	N	N	35560			40		
EVANS CITY MIDDLE SCHOOL	17386 42 22440 00262	U	889	162	18.223%	40	N	N	N	35560			40		
CLEARFIELD TWP ELEM SCHOOL	17387 42 04590 01149	U	181	62	34.254%	50	N	N	N	9050			50		
SENECA VALLEY INTERMEDIATE SCH	17390 42 22440 00115	U	1147	109	9.503%	40	N	N	N	45880			40		
SENECA VALLEY JR HIGH SCHOOL	17391 42 22440 00115	U	1147	109	9.503%	40	N	N	N	45880			40		
SENECA VALLEY SR HIGH SCHOOL	17392 42 22440 01183	U	1131	105	9.284%	40	N	N	N	45240			40		
HAR-MER ELEMENTARY SCHOOL	17393 42 21660 01167	U	123	40	32.520%	50	N	N	N	6150			50		
KARNS CITY AREA JR-SR HIGH SCH	17396 42 09600 01154	U	754	276	36.605%	60	N	N	N	45240			60		
MARS ELEMENTARY SCHOOL	17397 42 14790 01155	U	710	56	7.887%	40	N	N	N	28400			40		
MARS PRIMARY CENTER	17398 42 14790 01158	U	237	31	13.080%	40	N	N	N	9480			40		
MARS AREA HIGH SCHOOL	17399 42 14790 01159	U	1010	66	6.535%	40	N	N	N	40400			40		
MARS AREA MIDDLE SCHOOL	17400 42 14790 05363	U	487	28	5.749%	40	N	N	N	19480			40		
MORAIN ELEMENTARY SCHOOL	17403 42 21660 01169	U	427	139	32.553%	50	N	N	N	21350			50		
CONNOQUENESSING ELEM SCHOOL	17404 42 04590 01150	U	250	60	24.000%	50	N	N	N	12500			50		
SLIPPERY ROCK AREA ELEM SCHOOL	17410 42 21660 01171	U	411	136	33.090%	50	N	N	N	20550			50		
SLIPPERY ROCK AREA HIGH SCHOOL	17411 42 21660 01172	U	737	202	27.408%	50	N	N	N	36850			50		
SLIPPERY ROCK AREA MIDDLE SCH	17412 42 21660 06647	U	538	163	30.297%	50	N	N	N	26900			50		
MIDDLESEX ELEMENTARY SCHOOL	17413 0 0 0	U	16	5	31.250%	50	N	N	N	800			50		

MONITEAU JR & SR HIGH SCHOOL	17414 42 17100 01184	U	745	270	36.242%	60	N	N	N	44700		60
CONNOQUENESSING VALLEY ELEM SCH	17416 42 22440 01178	U	644	65	10.093%	40	N	N	N	25760		40
ROWAN ELEMENTARY SCHOOL	17418 42 22440 01179	U	550	28	5.091%	40	N	N	N	22000		40
HAINE ELEMENTARY SCHOOL	17419 42 22440 04907	U	1309	190	14.515%	40	N	N	N	52360		40
UNION AREA HIGH SCHOOL	17420 42 24080 02712	R	515	183	35.534%	70	N	N	N	36050		70
UNION AREA ELEMENTARY SCHOOL	17422 42 24080 02709	R	289	131	45.329%	70	N	N	N	20230		70
KENNEDY ELEMENTARY SCHOOL	17423 42 16620 02699	R	279	172	61.649%	80	N	N	N	22320		80
NEW CASTLE HIGH SCHOOL	17424 42 16620 02704	R	1359	813	59.823%	80	N	N	N	108720		80
CROTON KINDERGARTEN	17425 42 16620 02701	R	140	69	49.286%	70	N	N	N	9800		70
LOCKLEY ELEMENTARY SCHOOL	17426 42 16620 02691	R	305	235	77.049%	90	N	N	N	27450		90
STEVENS ELEMENTARY SCHOOL	17429 42 16620 02700	R	255	173	67.843%	80	N	N	N	20400		80
LAWRENCE COUNTY AVIS	17430 42 13390 04940	R	357	185	51.821%	80	N	N	N	28560		80
SHENANGO ELEMENTARY SCHOOL	17431 42 21510 02706	R	659	187	28.376%	60	N	N	N	39540		60
SHENANGO AREA JR-SR HIGH SCH	17432 42 21510 02708	R	603	129	21.393%	60	N	N	N	36180		60
WEST SIDE SCHOOL	17433 42 16620 02697	R	200	168	84.000%	90	N	N	N	18000		90
LAUREL ELEMENTARY SCHOOL	17434 42 13380 07209	R	698	235	33.868%	60	N	N	N	41880		60
LAUREL JR-SR HIGH SCHOOL	17435 42 13380 02680	R	662	170	25.680%	60	N	N	N	39720		60
NESHANNOCK JR-SR HIGH SCHOOL	17437 42 16440 02689	R	627	96	15.311%	50	N	N	N	31350		50
NESHANNOCK MEMORIAL SCHOOL	17438 42 16440 02688	R	714	114	15.966%	50	N	N	N	35700		50
MOHAWK AREA JR & SR HIGH SCH	17441 42 15540 02686	R	779	233	29.910%	60	N	N	N	46740		60
MOHAWK ELEMENTARY SCHOOL	17442 42 15540 07129	R	755	281	37.219%	70	N	N	N	52850		70
NORTH SIDE ELEMENTARY SCHOOL	17445 42 09240 02664	R	324	142	43.827%	70	N	N	N	22680		70
MARS AREA CENTENNIAL SCHOOL	16039056 42 14790 06074	U	524	46	8.779%	40	N	N	N	20960		40
WALNUT RIDGE ELEMENTARY SCHOOL	17447 42 09240 02665	R	150	42	28.000%	60	N	N	N	9000		60
LINCOLN JR-SR HIGH SCHOOL	17449 42 09240 02675	R	945	317	33.545%	60	N	N	N	56700		60
FARRELL AREA ELEMENTARY SCHOOL	17454 42 09690 07143	U	753	618	82.072%	90	N	N	N	67770		90
FARRELL HIGH SCHOOL	17456 42 09690 05248	U	753	618	82.072%	90	N	N	N	67770		90
GREENVILLE HIGH SCHOOL	17457 42 11180 03137	U	702	228	32.479%	50	N	N	N	35100		50
EAST ELEMENTARY SCHOOL	17459 42 11160 03135	U	347	157	45.245%	60	N	N	N	20820		60
HEMPFIELD ELEMENTARY SCHOOL	17460 42 11160 03133	U	445	213	47.865%	60	N	N	N	26700		60
REYNOLDS JR-SR HIGH SCHOOL	17461 42 20220 03165	U	619	271	43.780%	60	N	N	N	37140		60
REYNOLDS ELEMENTARY SCHOOL	17462 42 20220 03164	U	638	329	51.567%	80	N	N	N	51040		80
GROVE CITY SR HIGH SCHOOL	17464 42 11220 03145	U	755	194	25.695%	50	N	N	N	37750		50
HIGHLAND PRIMARY CENTER	17465 42 11220 03143	U	300	82	27.333%	50	N	N	N	15000		50
HILLVIEW ELEMENTARY SCHOOL	17466 42 11220 06844	U	688	195	28.343%	50	N	N	N	34400		50
WASHINGTON KINDERGARTEN	17467 42 11220 07144	R	29	14	48.276%	70	N	N	N	2030		70
GROVE CITY MIDDLE SCHOOL	17468 42 11220 03144	U	347	86	24.784%	50	N	N	N	17350		50
GEORGE JR REPUBLIC HIGH SCHOOL	17469 42 11220 08125	U	485	485	100.000%	90	N	N	N	43650		90
COMMODORE PERRY SCHOOL	17471 42 06390 00202	U	531	228	42.938%	60	N	N	N	31860		60
JAMESTOWN AREA ELEMENTARY SCH	17472 42 12300 06127	U	303	144	47.525%	60	N	N	N	18180		60
JAMESTOWN AREA JR-SR HIGH SCH	17473 42 12300 06126	U	265	87	32.830%	50	N	N	N	13250		50
MERCER JR & SR HIGH SCHOOL	17475 42 15120 03158	U	667	180	26.987%	50	N	N	N	33350		50

MERCER ELEMENTARY SCHOOL	17476 42 15120 03157	U	649	239	36.826%	60	N	N	N	38940			60
WILMINGTON AREA HIGH SCHOOL	17477 42 26520 02721	R	481	103	22.343%	60	N	N	N	27680			60
NEW WILMINGTON ELEM SCHOOL	17478 42 26520 08963	R	300	84	28.000%	60	N	N	N	18000			60
WILMINGTON AREA MIDDLE SCHOOL	17479 42 26520 00033	R	454	133	29.295%	60	N	N	N	27240			60
PULASKI ELEMENTARY SCHOOL	17488 42 26520 04865	R	136	48	35.294%	70	N	N	N	9520			70
WEST HILL ELEMENTARY SCHOOL	17490 42 21330 03171	U	276	245	88.768%	90	N	N	N	24840			90
MUSSEY ELEMENTARY SCHOOL	17491 42 21330 03170	U	358	323	90.223%	90	N	N	N	32220			90
SHARON HIGH SCHOOL	17492 42 21330 05248	U	945	579	61.270%	80	N	N	N	75600			80
CASE AVENUE ELEMENTARY SCHOOL	17494 42 21330 03173	U	553	280	50.633%	80	N	N	N	44240			80
KENNEDY CATHOLIC HIGH SCHOOL	17495 01 81505 7	U	259	29	11.197%	40	N	N	N	10380			40
HICKORY HIGH SCHOOL	17497 42 11820 03150	U	892	220	24.664%	50	N	N	N	44600			50
DELAHUNTY MIDDLE SCHOOL	17498 42 11820 05247	U	661	186	28.139%	50	N	N	N	33050			50
ARTMAN ELEMENTARY SCHOOL	17499 42 11820 03148	U	641	193	30.109%	50	N	N	N	32050			50
HERMITAGE ELEMENTARY SCHOOL	17500 42 11820 03147	U	641	193	30.109%	50	N	N	N	32050			50
SHARPSVILLE MIDDLE SCHOOL	17502 42 21420 00084	U	332	111	33.434%	50	N	N	N	16600			50
SHARPSVILLE SR HIGH SCHOOL	17503 42 21420 03124	U	394	111	28.173%	50	N	N	N	19700			50
LAKEVIEW MIDDLE SCHOOL	17507 42 13080 07208	U	414	150	36.232%	60	N	N	N	24840			60
LAKEVIEW SENIOR HIGH SCHOOL	17508 42 13080 03155	U	417	138	33.094%	50	N	N	N	20850			50
OAKVIEW ELEMENTARY SCHOOL	17509 42 13080 03154	U	450	180	40.000%	60	N	N	N	27000			60
EAST LAWRENCE ELEM SCHOOL	17510 42 26520 04864	R	55	20	36.364%	70	N	N	N	3850			70
LUTHER W LOW ELEM SCHOOL	17513 42 25650 08803	U	582	215	36.942%	60	N	N	N	34920			60
OAKVIEW ELEMENTARY SCHOOL	17514 42 25650 09970	U	582	215	36.942%	60	N	N	N	34920			60
WEST MIDDLESEX JR-SR HIGH SCH	17515 42 25650 08129	U	548	172	31.387%	50	N	N	N	27400			50
SUGARCREEK ELEMENTARY SCHOOL	17528 42 09800 00083	U	281	142	54.408%	80	N	N	N	20880			80
Hartman School	202019 42 09240 02674	R	276	177	64.130%	80	N	N	N	22080			80
SHARPSVILLE AREA ELEMENTARY SCHOOL	209039 42 21420 00618	U	526	223	42.395%	60	N	N	N	31560			60
KEYSTONE EDUCATION CENTER CHARTER SCHOOL	221441 42 00011 00272	U	220	198	90.000%	90	N	N	N	19800			90
NEW CASTLE YOUTH DEVELOPMENT CENTER (FREW MILL SCHOOL)	231687 42 89392 07189	R	80	80	100.000%	90	N	N	N	7200			90
MIDWESTERN INTERMEDIATE UNIT 4	235061 0 0 0	U	0	0	0.000%	54	N	N	N	0			54
HARRIGER EDUCATIONAL SERVICES CENTER	16022538 0 0 0	U	0	0	0.000%	49	N	N	N	0			49
SHARON ADMIN BUILDING	16027491 0 0 0	U	0	0	0.000%	78	N	N	N	0			78
PERRY ELEMENTARY SCHOOL	17446 42 09240 02668	R	269	103	38.290%	70	N	N	N	18830			70

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.

LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.

CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.

6391 60%

Entity Number: 125489		Applicant's Form Identifier: Wan12	
Contact Person: Scott powner		Contact Phone Number: (412) 458-6700	

Block 5: Discount Funding Request(s)
 Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 1 of 1
FRN 2379187
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 Category of Service (only ONE category should be checked) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PRIORITY 1</td> <td style="width: 50%;">PRIORITY 2</td> </tr> <tr> <td><input type="checkbox"/> Telecommunications Service</td> <td><input type="checkbox"/> Internal Connections Other than Basic Maintenance</td> </tr> <tr> <td><input checked="" type="checkbox"/> Internet Access</td> <td><input type="checkbox"/> Basic Maintenance of Internal Connections</td> </tr> </table>	PRIORITY 1	PRIORITY 2	<input type="checkbox"/> Telecommunications Service	<input type="checkbox"/> Internal Connections Other than Basic Maintenance	<input checked="" type="checkbox"/> Internet Access	<input type="checkbox"/> Basic Maintenance of Internal Connections	23 Calculations <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width: 10%; text-align: center; vertical-align: middle;">Recurring Charges</td> <td style="width: 10%;">A. Monthly charges (total amount per month for service)</td> <td style="width: 80%;">\$65,448.68</td> </tr> <tr> <td>B. How much of the amount in A is ineligible?</td> <td>\$0.00</td> </tr> <tr> <td>C. Eligible monthly pre-discount amount (A minus B)</td> <td>\$65,448.68</td> </tr> <tr> <td>D. Number of months service provided in funding year</td> <td>12</td> </tr> <tr> <td>E. Annual pre-discount amount for eligible recurring charges (C x D)</td> <td>\$785,384.16</td> </tr> <tr> <td rowspan="3" style="text-align: center; vertical-align: middle;">Non-Recurring Charges</td> <td>F. Annual non-recurring charges</td> <td>\$0.00</td> </tr> <tr> <td>G. How much of the amount in F is ineligible?</td> <td>\$0.00</td> </tr> <tr> <td>H. Annual eligible pre-discount amount for non-recurring charges (F minus G)</td> <td>\$0.00</td> </tr> <tr> <td rowspan="3" style="text-align: center; vertical-align: middle;">Total Charges</td> <td>I. Total funding year pre-discount amount (E + H)</td> <td>\$785,384.16</td> </tr> <tr> <td>J. Discount from Block 4 Worksheet</td> <td>60.00</td> </tr> <tr> <td>K. Funding Commitment Request (I x J)</td> <td>\$471,230.50</td> </tr> </table>	Recurring Charges	A. Monthly charges (total amount per month for service)	\$65,448.68	B. How much of the amount in A is ineligible?	\$0.00	C. Eligible monthly pre-discount amount (A minus B)	\$65,448.68	D. Number of months service provided in funding year	12	E. Annual pre-discount amount for eligible recurring charges (C x D)	\$785,384.16	Non-Recurring Charges	F. Annual non-recurring charges	\$0.00	G. How much of the amount in F is ineligible?	\$0.00	H. Annual eligible pre-discount amount for non-recurring charges (F minus G)	\$0.00	Total Charges	I. Total funding year pre-discount amount (E + H)	\$785,384.16	J. Discount from Block 4 Worksheet	60.00	K. Funding Commitment Request (I x J)	\$471,230.50
PRIORITY 1	PRIORITY 2																															
<input type="checkbox"/> Telecommunications Service	<input type="checkbox"/> Internal Connections Other than Basic Maintenance																															
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12 Form 470 Application Number 91979000632743 13 SPIN – Service Provider Identification Number 143001398 14 Service Provider Name Verizon Pennsylvania Inc. 15a <input checked="" type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services. 15b Contract Number MTM 15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d <input type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 16a Billing Account Number (e.g., billed telephone number) 412189242713223Y 16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page. 17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 11/23/2007 18 Contract Award Date (mm/dd/yyyy) 19 Service Start Date (mm/dd/yyyy) 07/01/2012 20a Service End Date (mm/dd/yyyy) 06/30/2013 Contract Expiration Date (mm/dd/yyyy) 20b	21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. A1 <hr/> 22 Entity/Entities Receiving This Service: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:</td> <td></td> </tr> <tr> <td>b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):</td> <td>1467156</td> </tr> </table>	a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:		b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):	1467156
a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:					
b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):	1467156				

Entity Number: 125489	Applicant's Form Identifier: Wan12
Contact Person: Scott powner	Contact Phone Number: (412) 458-6700

Block 6: Certifications and Signature

24 ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

a ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or

b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1998 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

25 ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23i on all Block 5 Discount Funding Requests.)	785384.16
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	471230.5
c Total applicant non-discount share (Subtract Item 25b from Item 25a.)	314153.66
d Total budgeted amount allocated to resources not eligible for E-rate support	0
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	314153.66

f ☐ Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.

26 ☒ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or ☐ I certify that no technology plan is required by Commission rules.

27 ☒ I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

30 ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 125489	Applicant's Form Identifier: Wan12
Contact Person: Scott powner	Contact Phone Number: (412) 458-6700

Block 6: Certification and Signature (Continued)

31 ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32 ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33 ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

34 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35 ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

36 ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

37 ☒ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38 Signature of authorized person <input checked="" type="checkbox"/>	39 Date 03/20/2012
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40	Printed name of authorized person	Scott Powner
41	Title or position of authorized person	Director Tech and Info Services
<input type="checkbox"/> Check here if the consultant in Item 6g is the Authorized Person.		
42a	Street Address, P.O. Box, or Route Number	453 Maple Street
City		Grove City
State	PA	Zip Code 16127-

Entity Number: 125489		Applicant's Form Identifier: Wan12	
Contact Person: Scott powner		Contact Phone Number: (412) 458-6700	
42b	Telephone Number of authorized Person	Ext.	
	(724) 458-6700	1215	
42c	Fax Number of Authorized Person		
	(724) 517-5174		
42d	E-mail Address of authorized Person		
	scott_powner@mlu4.k12.pa.us		
	Re-enter E-mail Address scott_powner@mlu4.k12.pa.us		
42e	Name of Authorized Person's Employer		
	Midwestern Intermediat Unit IV		

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:
 SLD-Form 471
 P.O. Box 7026
 Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:
 SLD Forms
 ATTN: SLD Form 471
 3833 Greenway Drive
 Lawrence, Kansas 66046
 (888) 203-8100

FCC Form 471 - October 2010

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Attachment

Received & Inspected

MAY 03 2013

FCC Mail Room



Schools and Libraries Division

Jun 08, 2012

Scott powner
INTERMEDIATE UNIT 04

Telephone:

(412) 4586700

Application Number

861762

Response Due Date: June 23, 2012

As we discussed in our conversation, we are in the process of reviewing all Funding Year 2012 FCC Form 471 applications to ensure that they are in compliance with the rules of the Universal Service program. I am currently in the process of reviewing your Funding Year 2012 FCC Form 471 Application. To complete my review I need some additional information. The information needed to complete the PIA Review is listed below.

- I. Based upon our review of your Funding Year 2012 FCC Form 471 application number 861762 , FRN 2379187 is listed as a tariff (T) or month-to-month (MTM) service, and Funding Year **2011** FCC Form 470 # 803700000919049 is referenced as the FCC Form 470 that established the 28-day competitive bidding period for this service. The Program rules require that services delivered on a tariff or month-to-month basis be posted for at least 28-Days to a new FCC Form 470 each Funding Year. Since the referenced FCC Form 470 was not filed in the same Funding Year as the FCC Form 471, your funding request is in violation of the competitive bidding requirements relating to tariff and month-to-month services. To assist us in completing the review of your FCC Form 471 application, please answer the following questions and provide supporting documentation.

Is there a Funding Year 2012 FCC Form 470 that established the 28-day competitive bidding period for this tariff or month-to-month service?

___ YES. If so, please provide the 15-digit FCC Form 470 Number that established the 28-day competitive bidding period for this service. The establishing FCC Form 470 is the specific FCC Form 470, which was posted to the USAC website for the services requested for at least 28 days, and pursuant to which a contract was signed or an agreement was entered into with a service provider for that service. For a request in the Basic Maintenance of Internal Connections (BMIC) service category that was filed prior to May 1, 2005, it is possible that the establishing FCC Form 470 was filed under the Internal Connections service category (prior to May 1, 2005 the BMIC service category did not exist on the FCC Form 470). Please note that the establishing FCC Form 470 could have been posted by your State if the requested services are being purchased off of a State Master Contract. Please indicate if this is the case.

If a Funding Year 2012 FCC Form 470 was not filed to establish the 28-day competitive bidding period for this service, please indicate this in writing.

For additional information on the competitive bidding process, please see <http://www.usac.org/sl/applicants/step03/default.aspx>.

- II. Based on the review of your FY 2012 FCC Form 471 application 861762 for FRN 2379187, the documentation you provided in your Item 21 Attachments is not sufficient to determine the eligibility of your request. The documentation does not clearly identify the products/services being requested in this FRN. Please provide more detailed documentation that identifies the actual products and services being requested. Your documentation should identify the specific products and services such as make, model, and description of the product/service being delivered. If you do not have this information, you will need to contact your vendor and request such documentation. The vendor should be able to provide you with detailed documentation regarding the products/services you are requesting..

Please provide vendor documentation that supports your FRN 2379187.

Any documentation provided must be date on or before the F CC FY 2012 Form 471 application filing window deadline and should clearly identify all of the ineligible charges that were cost allocated out of your request. If you are unable to justify the eligibility of charges requested on your FCC Form 471, the funding request may be reduced or denied.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible. If you are unable to provide the requested information because your school has closed or will shortly close for summer break, let me know when you will be available to respond to these questions.**

Please advise me if the Contact Person on the application(s) has changed from that on the original application. This change must include the FCC Form 471 application number(s) and be signed by the original application's Contact Person, the original application's Authorized Person or a school official (with name and title provided).

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Michael Giudice
Associate Manager-Program Integrity Assurance
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 973.581.7540|| F: 973.599.6521
mgiudice@sl.universalservice.org



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2012-2013

Received & Inspected

MAY 03 2013

FCC Mail Room

March 04, 2013

Scott Powner
Intermediate Unit 04
453 Maple St
Grove City, PA 16127-2324

Re: Applicant Name: INTERMEDIATE UNIT 04
Billed Entity Number: 125489
Form 471 Application Number: 861762
Funding Request Number(s): 2379187
Your Correspondence Dated: January 09, 2013

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2012 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2379187
Decision on Appeal: **Denied**
Explanation:

- According to our records, during the PIA review of the above funding request, the applicant requested that the cited FCC Form 470 be changed to reflect the correct establishing form (919790000632743). It was determined that the service requested within the FCC Form 471 is month to month Internet Access and the cited establishing FCC Form 470: 919790000632743 did not post for the requested Internet Access service. You have not provided any documentation on appeal that shows that the original determination is incorrect. Therefore, the appeal is denied.
- FCC rules require that all products and services for which an applicant requests discounts on an FCC Form 471 must be competitively bid on an FCC Form 470. The FCC Form 470 must include a complete description of the services for which

discounts are sought, be posted on the website for 28 days, and applicants must carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting an FCC Form 471. *See* 47 C.F.R. secs. 54.503(b) and (c), 54.511(a) and (c). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. *See* Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098, FCC 97-246 para. 9 (rel. Jul. 10, 1997). The only exceptions to the posting requirement are for: (1) contracts signed on or before July 10, 1997 for the life of the contract; and (2) contracts signed between July 10, 1997 and before January 30, 1998 (the date on which the website became operational) for products and/or services provided under such contract between January 1, 1998 and December 31, 1998. *See* 47 C.F.R. secs. 54.511(c).

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company